

## J. H. H. No. 64 EQUITY

In the Matter of :  
 LORETTA T. O'DONNELL, : No. 9289 EQUITY  
 otherwise known as : IN THE CIRCUIT COURT  
 LORETTA HALPIN, and as : FOR  
 LORETTA HALPIN O'DONNELL : ANNE ARUNDEL COUNTY.  
 Non Compos Mantis. :  
 : : : : : :

PETITION FOR SALE OF REALTY

To the Honorable the Judges of said Court:

Your Petitioner, Martin F. O'Donnell, by his attorney undersigned, respectfully shows to this Honorable Court as follows:

1. That he is an adult citizen of the United States, a non-resident of Maryland, and a resident of Upton, Worcester County, Massachusetts, and is the husband of Loretta T. O'Donnell, otherwise known as Loretta Halpin, and as Loretta Halpin O'Donnell and as Loretta O'Donnell, the above-named person non compos mentis.

2. That the said person non compos mentis is an adult citizen of the United States, a non-resident of Maryland, and resides at Upton, Worcester County, Massachusetts; that she is an insane person, confined in Grafton State Hospital, No. Grafton, Massachusetts, where the charges of her support is taken care of by the State of Massachusetts, and your Petitioner is the duly appointed, qualified and acting guardian of her person and estate, in the State of Massachusetts, said person having been found and decreed to be of unsound mind by the Probate Court of Worcester County, Massachusetts, which is and at all times herein mentioned has been a competent tribunal for such cases in said foreign jurisdiction, said finding and adjudication having been made by said tribunal on, to-wit, April 28, 1947, in its case numbered 151326, and your Petitioner gave bond in the Massachusetts Bonding and Insurance Company of Boston, Massachusetts in the amount of \$1000.00 as such guardian. An exemplified copy of the Order of Adjudication and Commitment, Order Appointing the Guardian, etc., is attached hereto as Exhibit A and is prayed to be read as a part hereof.

3. That said person non compos mentis is the owner of the following real estate in Anne Arundel County, Maryland: Lots 5100, 5101, 5102, 5103 and 5104 with improvements thereon situate in Woodland Beach, filed among the Land Records of Anne Arundel County in Liber F.S.R. 3, at page 27, all of the assessed valuation of \$1150.00, which valuation also was placed upon said property by two appraisers on to wit December 17, 1946, whose depositions are on file in the Orphans' Court of Anne Arundel County in Ancillary Administration of the Estate of Edward G. Halpin, deceased, and are prayed to be read as a part hereof.

4. That Frederick N. Brown as Administrator of the Estate of said Edward G. Halpin, deceased, has executed, subject to approval of this Honorable Court, a contract for the sale of said real property to Albert E. Weatherby, dated October 25, 1946, for \$1000.00 by the terms of which said purchaser has paid approximately \$481.00 in cash and agreed to pay the balance of \$519.00 in \$50.00 monthly payments secured by a first mortgage on said real estate, with interest at 6% per annum on the unpaid balance. No commission to be paid from the proceeds of this sale. That in the opinion of your petitioner, this is a fair and reasonable price for said real estate, and in the opinion of your petitioner is more than could be obtained at a public sale for same. Dilligent efforts have been made to obtain other offers for the purchase of said real estate without avail.

5. That said person non compos mentis owns no other real estate. That her personal estate

is valued at \$500.00.

6. That it is necessary that the said real property be sold in order to provide for the support and maintenance of said person non compos mentis; that it is advisable that the sale be made at this time in order to avail of a higher price than might reasonably be expected at some future date, in view of the present enhanced value of real estate because of the excess of demand over the supply. That moreover, as non-residents of Maryland, said Guardian believes it advisable to avoid the costs incidental to maintaining and protecting real property so far removed from his place of residence.

WHEREFORE, your Petitioner prays:

1. That this Court order a sale of the above-described real property.
2. That an Order Nisi and Notice to Creditors to file claims, if any they have, be published in accordance with Section 139 of Article 16 of the Code of Laws of Maryland.
3. That a reasonable attorney's fee be allowed.
4. And for such other and further relief as the nature of the case may require or to this Honorable Court may seem meet and proper.

As ever in duty bound, etc.

Martin F. O'Donnell

William C. Shipley

Washington Loan & Trust Bldg, (National 5999)

Washington, D.C. Solicitor for Petitioner

STATE OF MASSACHUSETTS, COUNTY OF WORCESTER, SS:

Personally appeared before me, the subscriber, a Notary Public in and for the State and County aforesaid, Martin F. O'Donnell, known to me to be the person who subscribed the foregoing Petition, and made oath in due form of law that the matters and facts set forth therein are true to the best of his knowledge and belief.

WITNESS my hand and seal this 25 day of August, 1947.

(Notarial Seal)

James J. Hurley,

My Commission expires Nov. 12, 1949

Notary Public, Mass.

COMMONWEALTH OF MASSACHUSETTS

County of Worcester, ss.

I, WILLIAM C. BOWEN, Clerk of the Superior Court, which is a Court of Record for the County and Commonwealth, aforesaid, having by law a seal, do hereby certify that James J. Hurley, Esquire, whose signature is affixed to the CERTIFICATE of Acknowledgment, Proof or Affidavit, on the instrument hereto annexed, was at the date thereof a NOTARY PUBLIC, in and for said Commonwealth, residing in said County, duly commissioned and qualified, and authorized by the laws of said Commonwealth to take the acknowledgment and proof of deeds and other instruments in writing to be recorded in said Commonwealth and administer oaths; that full faith and credit is and ought to be given to his acts and attestations done in that capacity; that I am well acquainted with his handwriting; that I verily believe his signature to said CERTIFICATE is genuine, and that said affidavit purports to be taken in all respects as required by the laws of said Commonwealth. I further certify that an impression of a seal of Notaries Public is not required by law to be filed in my office.

Given under my hand and the seal of said Court, this twenty-sixth day of August in the year one thousand nine hundred and fortyseven.

(Corporate Seal)

William C. Bowen, Clerk.

AGREEMENT:

THIS AGREEMENT, Made this 25th day of October, nineteen hundred and Forty Six between Frederick N. Brown, Administrator with the Will Annexed of Edward G. Halpin, deceased, residing at Town of Stephentown, County of Rensselaer, State of New York, of the first part, and ALBERT E. WEATHERBY, of Woodland Beach, Maryland of the second part,

WITNESSETH, That the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Woodland Beach, Anne Arundel County, Maryland, and more particularly described as Lots Numbered 5100; 5101, 5102, 5103 and 5104 among the land records of Anne Arundel County, Maryland, in Liber F.S.R. 3 at Folio 27, together with the improvements thereon at and for the price of One Thousand and no/100 Dollars, of which One Hundred and no/100 Dollars to be paid October 16, 1946, and the balance to be paid as follows: The balance of Nine Hundred Dollars to be secured by a First Mortgage, payable \$50.00, or more, each month, to be applied towards principal of the \$100.00 and interest at the rate of Six per cent on the unpaid balance. And upon the payment, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee and the vendee shall give a mortgage to secure the balance of the purchase price. Taxes to be adjusted to date of sale. Time is the essence of this contract.

WITNESS, our hands and seals.

Test: Josephine L. Quigley as to

Frederick N. Brown

Joseph P. Malloy as to

Albert E. Weatherby

FREDERICK N. BROWN (SEAL)

Administrator under the will annexed of  
Edward G. Halpin, Decd.

Albert E. Weatherby (SEAL)

Filed August 29, 1947.

AMENDED PETITION FOR SALE OF REALTY

To the Honorable the Judges of said Court:

Your Petitioner, Martin F. O'Donnell, by his attorney undersigned, respectfully shows to this Honorable Court as follows:

1. That he is an adult citizen of the United States, a non-resident of Maryland, and a resident of Upton, Worcester County, Massachusetts, and is the husband of Loretta T. O'Donnell, otherwise known as Loretta Halpin, and as Loretta Halpin O'Donnell and as Loretta O'Donnell, the above-named person non compos mentis.

2. That the said person non compos mentis is an adult citizen of the United States, a non-resident of Maryland, and resides at Upton, Worcester County, Massachusetts; that she is an insane person, confined in Grafton State Hospital, No. Grafton, Massachusetts, where the charges of her support are taken care of by the State of Massachusetts, and your Petitioner is the duly appointed, qualified and acting guardian of her person and estate, in the State of Massachusetts, said person having been found and decreed to be of unsound mind by the Probate Court of Worcester County, Massachusetts, which is and at all times herein mentioned has been a competent tribunal for such cases in said foreign jurisdiction, said finding and adjudication having been made by said tribunal on, to-wit, April 28, 1947, in its case numbered 151326, and your Petitioner gave bond in the Massachusetts Bonding and Insurance Company of Boston, Massachusetts in the amount of \$1000.00 as such guardian. An exemplified copy of the Order of Adjudication and Commitment, Order Appointing the Guardian, etc., is attached hereto as Exhibit A and is prayed to be read as a part hereof.

3. That said person non compos mentis is the owner of the following real estate in Anne

Arundel County, Maryland: Lots 5100, 5010, 5102, 5103 and 5104 with improvements thereon situate in Woodland Beach, filed among the Land Records of Anne Arundel County in Liber F.S.R. 3, at page 27, all of the assessed valuation of \$1150.00, which valuation also was placed upon said property by two appraisers on to wit December 17, 1946, whose depositions are on file in the Orphans' Court of Anne Arundel County in Ancillary Administration of the Estate of Edward G. Halpin, deceased, and are prayed to be read as a part hereof.

4. That the petitioner, Martin F. O'Donnell, as Guardian of the person and estate of said person non compos mentis has executed, subject to approval of this Honorable Court, a contract for the sale of said real property to Albert E. Weatherby, dated September 10th 1947, for \$1000.00 by the terms of which said purchaser has paid approximately \$529.00 in cash and agreed to pay the balance of \$471.00 in \$50.00 monthly payments secured by a first mortgage on said real estate, with interest at 6% per annum on the unpaid balance. No commission to be paid from the proceeds of this sale. Said contract is attached hereto marked Exhibit B and made a part hereof. That in the opinion of your petitioner, this is a fair and reasonable price for said real estate, and in the opinion of your petitioner is more than could be obtained at a public sale for same. Diligent efforts have been made to obtain other offers for the purchase of said real estate without avail.

5. That said person non compos mentis owns no other real estate. That her personal estate is valued at \$500.00.

6. That it is necessary that the said real property be sold in order to provide for the support and maintenance of said person non compos mentis; that it is advisable and for the best interests of said person non compos mentis that the sale be made at this time in order to avail of a higher price than might reasonably be expected at some future date, in view of the present enhanced value of real estate because of the excess of demand over the supply. That moreover, as non-residents of Maryland, said Guardian believes it advisable to avoid the costs incidental to maintaining and protecting real property so far removed from his place of residence.

WHEREFORE, your Petitioner prays:

1. That the contract of sale herein be ratified and confirmed and this Court order a sale of the above-mentioned real property.
2. That a trustee be appointed to pass title, to receive the purchase money, to state his account and make proper distribution thereof, subject to approval of this Court.
3. That an Order Nisi and Notice to Creditors to file claims, if any they have, to be published in accordance with Section 139 of Article 16 of the Code of Laws of Maryland.
4. That a reasonable attorney's fee be allowed.
5. And for such other and further relief as the nature of the case may require or to this Honorable Court may seem meet and proper.

As ever in duty bound, etc.

William C. Shipley

MARTIN F. O'DONNELL

Washington Loan & Trust Bldg, (National 5999)

Washington, D.C. Solicitor for Petitioner

Joseph W. Scholz/ Atty.

STATE OF MASSACHUSETTS: COUNTY OF WORCESTER, SS:

Personally appeared before me, the subscriber, a Notary Public in and for the State and County aforesaid, Martin F. O'Donnell, known to me to be the person who subscribed the foregoing Petition, and made oath in due form of law that the matters and facts set forth therein are true



to the best of his knowledge and belief.

WITNESS my hand and sale this 10th day of September, 1947.

(Notarial Seal.)

James J. Hurley, Notary Public, Mass.

My commission expires Nov. 12, 1949.

CONTRACT OF SALE.

THIS AGREEMENT, Made this 10th day of September, nineteen hundred and forty-seven, between Martin F. O'Donnell, Guardian of the person and estate of Loretta T. O'Donnell, otherwise known as Loretta Halpin, and as Loretta Halpin O'Donnell and Loretta O'Donnell, party of the first part, and Albert E. Weatherby, of Woodland Beach, Maryland, party of the second part,

WITNESSETH, that the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Woodland Beach, Anne Arundel County, Maryland, and more particularly described as Lots numbered 5100, 5101, 5102, 5103 and 5104 among the land records of Anne Arundel County Maryland, in Liber F.S.R. 3 at Folio 27, together with the improvements thereon at and for the price of One Thousand and no/100 Dollars, of which Five Hundred, Twenty-eight and 22/100 Dollars has been paid prior to the signing hereof and the balance to be paid as follows:

The balance of Four Hundred, Seventy-one and 88/100 Dollars to be secured by a First Mortgage, payable \$50.00, or more, each month, to be applied towards principal and interest, at the rate of six per cent on the unpaid balance. And upon the payment, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee, and the vendee shall give a mortgage to secure the balance of the purchase price. Taxes to be adjusted to date of sale. Time is the essence of this contract.

Witness our hands and seals this 10th day of September, 1947

James J. Hurley  
29 Pearl Street, Worcester, Mass.  
Jessie B. Mallory

as to

Martin F. O'Donnell, (SEAL)

as to

Albert E. Weatherby (SEAL)

Filed Sept. 26, 1947.

CERTIFICATE OF APPOINTMENT

(235) T.W.

WORCESTER, ss.

COMMONWEALTH OF MASSACHUSETTS.

PROBATE OFFICE

I, F. JOSEPH DONOHUE, Register of the Probate Court in and for said County of Worcester, having by law the custody of the seal and all the records, documents and papers of or appertaining to said Court, hereby CERTIFY that the papers hereto annexed are true copies of the papers appertaining to said Court, and on file and of record in the Office of said Court, relating to the appointment of MARTIN F. O'DONNELL of Upton, as guardian of Loretta T. O'Donnell of Upton, in said County, an insane person, namely: Petition, decree, citation, physician's certificate, bond and letter of appointment.

I further certify that HARRY H. ATWOOD, ESQUIRE, whose signature appears on the annexed certificate, is a judge of said Court, duly appointed, commissioned and qualified, and his said signature is genuine. I further certify that I have compared said copies with the originals on file or of record in said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court this fifth day of August, in the year of our Lord one thousand nine hundred and forty-seven.

(Court Seal)

F. Joseph Donohue, Register

1000-123-1942

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

I, HARRY H. ATWOOD, Esquire, a Judge of Probate and insolvency in and for the County of Worcester, in the Commonwealth of Massachusetts, DO CERTIFY that F. Joseph Donohue, Esquire, whose signature is affixed to the paper hereunto annexed, is the Register of Probate and Insolvency for said County, duly elected, commissioned and qualified, and as such Register hath the keeping of all the Files, Records and Proceedings of the Probate Court in and for said County, and is by law the proper person to make and attest copied of all the Records and Proceedings of the said Court, and that full faith and credit are and ought to be given to his acts and attestations done as aforesaid, and that his attestation to the papers hereto annexed is in due form.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of said Court to be hereunto affixed this fifth day of August, in the year of our Lord one thousand nine hundred and forty-seven.

Harry H. Atwood,

Judge of Probate and Insolvency.

(Court Seal)

TO THE HONORABLE THE JUDGES OF THE PROBATE COURT IN AND FOR THE COUNTY OF WORCESTER:

Respectfully represent Martin F. O'Donnell of Upton in the County of Worcester and James J. Hurley of Shrewsbury, in said County that Loretta T. O'Donnell an inhabitant or resident of Upton in said County of Worcester, is an insane person and incapable of taking care of herself; that her husband and only heirs apparent or presumptive are the persons whose names, residences and relationship to her are as follows, viz:

Name	Residence	Relationship
Damien O'Donnell	Upton	son minor
Martin E.	Upton	son minor
Peter	Upton	son minor
Joseph	Upton	son minor
Thomas	Upton	son minor
Michael	Upton	son minor
Martin F. O'Donnell	Upton	husband

Said Loretta T. O'Donnell is not entitled to any benefit, estate or income paid or payable by or through the United States Veteran's Administration.

Your petitioners therefore pray that Martin F. O'Donnell of Upton or some other suitable person, may be appointed guardian of said Loretta T. O'Donnell agreeably to the law in such case made and provided and certify that the statements herein contained are true to the best of their knowledge and belief.

Dated this 2nd day of October, A.D. 1946.

James J. Hurley

Martin F. O'Donnell

St. Benedict's Farm, Upton, Massachusetts

Worcester, ss. Subscribed and sworn to this 2nd day of October, A.D. 1946.

Before me Andrew A. Godemig, Notary Public (No Seal)

The undersigned hereby assent to the foregoing petition. \_\_\_\_\_

D.M.H. Form 175

(SEAL)

THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF MENTAL HEALTH,  
Room 701. 100 Nashua St. Boston.

WORCESTER PROBATE COURT

Nov. 6, 1946

Nov. 6, 1946

In the case of the petition for appointment of guardian of Loretta T. O'Donnell, of Upton, an insane person, the Department of Mental Health hereby acknowledges to have received notice thereof and does not care to be heard.

DEPARTMENT OF MENTAL HEALTH

M

By D. Francis Healy, Supervisor

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COMMONWEALTH OF MASSACHUSETTS.

Worcester, ss.

At a Probate Court holden at Worcester, in and for said County of Worcester, on the twenty-eighth day of April, in the year of our Lord one thousand nine hundred and forty-seven,

On the application of Martin F. O'Donnell and James J. Hurley for the appointment of a guardian of Loretta T. O'Donnell of Upton, in said County, as an insane person, and Loretta T. O'Donnell and her husband and heirs apparent or presumptive having been notified, according to law, to appear and show cause why such guardian should not be appointed, do not appear or object thereto.

After a hearing of the matter of said application, it appears to the Court that said Loretta T. O'Donnell is an insane person, and incapable of taking care of herself.

It is therefore decreed that a guardian be appointed of the person and estate of said Loretta T. O'Donnell and that Martin F. O'Donnell of Upton, in the County of Worcester, be appointed such guardian, he first giving bond, with sufficient sureties, for the due performance of said trust.

HARRY H. ATWOOD,

Judge of Probate Court.

Case 151326 Loretta T. O'Donnell GUARDIAN OF INSANE. Petition--Decree. Filed Oct. 31, 1946. Cit. Ret. Nov. 26, 1946. Paper Telegram Allowed Apr. 28, 1947. Let. Recorded in Vol. 1352 Page 533. Letter issued Apr. 28, 1947. For Petitioner: James J. Hurley 507 Main Street, Worcester, Mass.

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COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

PROBATE COURT.

To Loretta T. O'Donnell of Upton, in said County of Worcester, and to her husband, heirs apparent or presumptive and to the Massachusetts Department of Mental Health.

A petition has been presented to said Court alleging that said Loretta T. O'Donnell is an insane person and praying that Martin F. O'Donnell of Upton in said County — or some other suitable person be appointed her guardian.

If you desire to object thereto you or your attorney should file a written appearance in said Court at Worcester before ten o'clock in the forenoon on the twenty-sixth day of November 1946, the return day of this citation.

Witness, HARRY H. ATWOOD, Esquire, First Judge of said Court, this thirty-first day of October, in the year one thousand nine hundred and forty-six.

F. Joseph Donohue, Register.

It is ordered that notice of said proceeding be given by delivering a copy of the foregoing citation to said Loretta T. O'Donnell fourteen days at least before said return day; and by delivering or mailing by registered mail a copy thereof to all other persons interested fourteen days at least before said return day; and if service be made by registered mail, unless it shall appear that all persons interested have received actual notice, by publishing a copy of said citation once in

each week for three successive weeks in the Telegram a newspaper published in Worcester the last publication to be one day at least before said return day.

Witness: HARRY H. ATWOOD, Esquire, First Judge of said Court, this thirty-first day of October in the year one thousand nine hundred and forty-six.

Fz Joseph Donohue, Register.

I have served the foregoing citation by registered mail.

James J. Hurley, in behalf of

Martin F. O'Donnell.

WORCESTER, ss: Nov. 15, A. D. 1946. Then personally appeared James J. Hurley and made oath that the above return by him subscribed is true.

(No Seal) Before me, Andrew A. Godemig, Notary Public

Case 151326. Loretta T. O'Donnell GUARDIANSHIP OF INSANE Citation.

24A TW

To the Honorable the Judges of the Probate Court in and for the County of Worcester. The undersigned certify that he is a registered physician and a graduate of a legally organized medical college, and that he has personally examined Loretta O'Donnell of Upton, Mass., in said County, within 1 day of signing this certificate, and that in his opinion said Loretta O'Donnell is insane, and incapable of taking care of herself and her estate.

Dated at North Grafton this 25 day of April A.D. 1947.

(Sign) Paul L. Dunston.

COMMONWEALTH OF MASSACHUSETTS,

Worcester, ss:

April 25, 1947,

Then personally appeared Paul L. Dunston and made oath that the foregoing certificate, by him subscribed, is true.

Before me, Lucie G. Ratte, Notary Public. (Notary Seal)

Case 151326 Loretta T. O'Donnell GUARDIANSHIP OF INSANE. Physician's Certificate.

Filed Apr. 28, 1947.

(Acts of 1922. Chap 512.)

I, We, Martin F. O'Donnell of Upton, in the County of Worcester, accept appointment of guardian of Loretta T. O'Donnell of Upton, in said County of Worcester, an insane person, and stand bound in the sum of five hundred (500) dollars, with Mass. Bonding & Ins. Co. of Boston, Mass., in the County of Suffolk and of Worcester in the County of Worcester as sureties, to perform the statutory condition, and we said sureties stand bound jointly and severally as aforesaid.

Dated October 2, 1946.

Signed, sealed and delivered in presence of

James J. Hurley

Martin F. O'Donnell (SEAL)

MASSACHUSETTS BONDING AND INSURANCE COMPANY

Evelyn M. Butler

Bernice M. Lodinig, Attorney-in-Fact. (SEAL)

Worcester, ss. April 28, A. D. 1947, Examined and Approved.

Harry H. Atwood,

Justice of the Peace.

Im Martin F. O'Donnell, the within-named conservator, declare that, to the best of his knowledge and belief, the estate and effects of the within-named ward, do not exceed in value the following sums, viz:

Real Estate \$ none

Personal Estate, \$500.00

Martin F. O'Donnell

The sureties on the within bond are, in my opinion, sufficient.

Name	County or Town	Office
James J. Hurley	Worcester	Notary Public

Case 151326 Loretta T. O'Donnell. Bond Guardian with sureties. Filed Oct. 31, 1946  
 Approved A pr. 28, 1947. Recorded in Vol. 1360 Page 280. Appraisers Suggested, John J. Siarkiewicz  
 of Worcester, D.P.

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 GUARDIANSHIP LETTER  
 COMMONWEALTH OF MASSACHUSETTS

Worcester, ss:

PROBATE COURT

To Martin F. O'Donnell of Upton, in the County of Worcester, and Commonwealth aforesaid:

YOU are appointed guardian of Loretta T. O'Donnell, of said Upton, an insane person, with full power and authority to take possession of all real and personal estate of said ward;

You are required to make and return into said Probate Court, within three months from the date hereof, a true inventory of all the real and personal estate of said ward, which at the time of the making of such inventory shall have come to your possession or knowledge:

To manage and dispose of all such estate according to law and for the best interests of said ward, and faithfully to discharge your trust in relation to such estate, and to the custody, and maintenance of said ward;

To render upon oath, a true account of the property in your hands, including the proceeds of all real estate sold or mortgaged by you, and of the management and disposition of all such property, at least once a year, until your trust is fulfilled, unless excused therefrom in any year by said Court;

At the expiration of your trust, to settle your accounts in said Court, or with said ward or her legal representative, and to pay over and deliver all the estate and effects remaining in your hands, or due from you on such settlement, to the person or persons lawfully entitled thereto.

Witness, HARRY H. ATWOOD, Esquire, Judge of said Court, at Worcester, this twentyeighth day of April, in the year of our Lord one thousand nine hundred and forty-seven.

F. Joseph Donohue, Register.

CERTIFICATE OF APPOINTMENT

Exhibit B.

Case 151326

Guardian.

COMMONWEALTH OF MASSACHUSETTS

WORCESTER ss:

PROBATE COURT.

I, F. JOSEPH DONOHUE, Register of Probate for said County of Worcester, hereby certify that at a Probate Court held at Worcester, in and for said County, on the twenty-eighth day of April, in the year of our Lord one thousand nine hundred and forty-seven Martin F. O'Donnell was duly appointed Guardian of Loretta T. O'Donnell an insane person of Upton, in said County, and gave bond as required by law, for the faithful execution of said trust.

I further certify that said appointment has not been annulled nor revoked, but remains in full force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this fifth day of June, in the year of our Lord one thousand nine hundred and forty-seven.

(Court Seal)

F. Joseph Donohue, Register.

Filed Oct. 2, 1947.

ORDER OF COURT CONFIRMING SALE

Upon consideration of the amended petition, exhibits filed herein and testimony, and it appearing that Loretta T. O'Donnell, non compos mentis herein, is the owner of the real property hereinafter described and that said person non compos mentis at all times herein mentioned has been a non-resident of the State of Maryland, but is a resident of Upton, State of Massachusetts, and that Martin F. O'Donnell, husband of said incompetent person is the duly appointed and qualified guardian of the person and estate of said incompetent in Probate Case No. 151326 in the Probate Court of Worcester County, Massachusetts, which at all times herein referred to was and is a competent tribunal in said foreign jurisdiction, as shown by exemplified copy of such appointment and qualification filed herein, and it further appearing to the Court to be for the best interest of said person non compos mentis that said real estate be sold at a private sale, according to the contract for same dated September 10, 1947, filed herein, and that all other requirements of law have been complied with and no claim being filed or cause shown why said sale should not be ratified, it is thereupon this 1 day of October, 1947, by the Circuit Court for Anne Arundel County, Maryland, in Equity.

ADJUDGED, ORDERED and DECREED that the sale to said Albert E. Weatherby by Martin F. O'Donnell, as guardian of the person and estate of Loretta T. O'Donnell, otherwise known as Loretta Halpin O'Donnell, and as Loretta Halpin and Loretta O'Donnell, non compos mentis of real property being: Lots numbered 5100-5101-5102-5103-5104, with improvements thereon situate at Woodland Beach as per plat recorded among the land records of Anne Arundel County, Maryland in Liber FSR 3 at folio 27, be and the same hereby is approved at and for the price of \$1000.00 of which \$528.22 cash has been paid and the balance of \$471.78 is to be secured by a first mortgage with interest at 6 per cent per annum, payable Fifty Dollars per month, and that said sale be and the same is hereby ratified and confirmed, and it is

FURTHER ORDERED that Joseph D. Malloy, of \_\_\_ be and he is hereby appointed Trustee herein to accept delivery of the said first mortgage and the amount paid in cash by the purchaser under said contract and upon receipt of which and not before the said Joseph D. Malloy, trustee, be and he is hereby authorized to execute and deliver a good and valid deed to the said Albert E. Weatherby purchaser, conveying all the right, title and interest of the said Loretta T. O'Donnell, incompetent herein in and to the said real property; provided said Joseph D. Malloy, Trustee, shall give an undertaking in the amount of <sup>One Hundred</sup> \$1000.00 Dollars for the faithful performance of his trust herein.

William J. McWilliams, Judge.

Filed 1--2 October, 1947.

BOND OF COMMITTEE OR TRUSTEE

KNOW ALL MEN BY THESE PRESENTS: That we, Joseph D. Malloy, of Washington, D.C., principal and United States Fidelity & Guaranty Co. as Surety, are held and firmly bound unto the State of Maryland, in the sum of One Thousand Dollars, \$1000.00 lawful money of the United States, for the payment of which, well and truly to be made, the said principal, Joseph D. Malloy, binds, himself, his heirs, executors and administrators, and the said surety, United States Fidelity & Guaranty Co., binds itself, its successors and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED by the principal and surety on this 23rd day of October, A. D. 1947.

WHEREAS the said Joseph D. Malloy has been appointed by decree of the Circuit Court for Anne Arundel County, State of Maryland, made on the 1st day of October, 1947, in the above entitled cause therein pending, Trustee to receive the purchase money and mortgage, executed and delivered

valid deed to Albert E. Weatherby, purchaser, and said trustee was required to give bond of One Thousand Dollars conditioned for the faithful performance of his duties as such trustee.

THE CONDITION OF HIS OBLIGATION is that the said Joseph D. Malloy shall well and truly perform his duties as such trustee and to obey present and future orders of this Honorable Court.

NOW, THEREFORE, if the said Joseph D. Malloy shall faithfully discharge his duties as trustee aforesaid, and account for all monies, assets and effect which may come into his hands as such trustee, then this obligation to be void, otherwise to remain in full force and virtue.

Signed and Sealed in the  
presence of:

Joseph D. Malloy (SEAL)  
United States Fidelity and Guaranty Company  
E. Churchill Murray (Seal)

A. P. Thalberg (Corporate Seal)

THE FOREGOING BOND IS HEREBY APPROVED, this 3rd day of Nov. 1947.

John H. Hopkins, 3rd, Clerk, of the  
Circuit Court for Anne Arundel County, Maryland.

Filed 3 November, 1947.

ORDER OF COURT CONFIRMING SALE.

Upon consideration of the amended petition, exhibits filed herein and testimony, and it appearing that Loretta T. O'Donnell, non compos mentis herein, is the owner of the real property hereinafter described and that said person non compos mentis at all times herein mentioned has been a non-resident of the State of Maryland, but is a resident of Upton, State of Massachusetts, and that Martin F. O'Donnell, husband of said incompetent person is the duly appointed and qualified guardian of the person and estate of said incompetent in Probate Case No. 151326 in the Probate Court of Worcester County, Massachusetts, which at all times herein referred to was and is a competent tribunal in said foreign jurisdiction, as shown by exemplified copy of such appointment and qualification filed herein, and it further appearing to the Court to be for the best interests of said person non compos mentis that said real estate be sold at a private sale, according to the contract for same dated September 10, 1947, filed herein, and that all other requirements of law have been complied with and no claim being filed or cause shown by/said should not be ratified, it is thereupon this 1 day of October, 1947, by the Circuit Court for Anne Arundel County, Maryland, in Equity,

ADJUDGED, ORDERED and DECREED that the sale to said Albert E. Weatherby by Martin F. O'Donnell as guardian of the person and estate of Loretta T. O'Donnell known as Loretta Halpin O'Donnell and as Loretta Halpin and Loretta O'Donnell, non compos mentis of real property being; Lots numbered 5100-5101-5102-5103-5104, with improvements thereon situate at Woodland Beach as per plat recorded among the land records of Anne Arundel County, Maryland in Liber FSR 3 at folio 27, be and the same hereby is approved at and for the price of \$1000.00 of which \$528.22 cash has been paid and the balance of \$471.78 is to be secured by a first mortgage with interest at 6 per cent per annum, payable Fifty Dollars per month, and that said sale be and the same is hereby ratified and confirmed, and it is

FURTHER ORDERED that Joseph D. Malloy of \_\_\_\_, be and he is hereby appointed Trustee herein to accept delivery of the said first mortgage and the amount paid in cash by the purchaser under said contract and upon receipt of which and not before the said Joseph D. Malloy, trustee, be and he is hereby authorized to execute and deliver a good and valid deed to the said Albert E. Weatherby, purchaser, conveying all the right, title and interest of the said Loretta T. O'Donnell, incompetent herein in and to the said real property; provided said Joseph D. Malloy trustee, shall give an undertaking in the amount of \$1000.00 Dollars for the faithful performance of his trust herein.

William J. McWilliams

J U D G E.

Filed October 1- 2 , 1947.

B O N D

BOND OF COMMITTEE OR TRUSTEE.

KNOW ALL MEN BY THESE PRESENTS, That we, Joseph D. Malloy, of Washington, D. C., principal and United States Fidelity & Guaranty Co. as Surety, are held and firmly bound unto the State, of Maryland, in the sum of One Thousand Dollars \$1000.00 lawful money of the United States, for the payment of which, well and truly to be made, the said principal, Joseph D. Malloy, binds himself, his heirs, executors and administrators, and the said surety, United States Fidelity & Guaranty Co., binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED by the principal and surety on this 23rd day of October A.D., 1947.

WHEREAS the said Joseph D. Malloy has been appointed by decree of the Circuit Court for Anne Arundel County, State of Maryland, made on the 1st day of October, 1947, in the above entitled cause therein pending, Trustee to receive the purchase money and mortgage, executed and delivered valid deed to Albert E. Weatherby, purchaser, and said trustee was required to give bond of One Thousand Dollars, conditioned for the faithful performance of his duties as such trustee.

THE CONDITION OF THIS OBLIGATION is that the said Joseph D. Malloy shall well and truly perform his duties as such trustee and to obey present and future orders of this Honorable Court.

NOW, THEREFORE, if the said Joseph D. Malloy shall faithfully discharge his duties as trustee aforesaid, and account for all monies, assets and effect which may come into his hands as such trustee, then this obligation to be void, otherwise to remain in full force and virtue.

A Signed and Sealed in the presence of  
A. P. Thalberg (Corporate Seal)  
Joseph D. Malloy (Seal)  
United States Fidelity and Trust Company  
E. Churchill Murray (SEAL)

THE FOREGOING BOND IS HEREBY APPROVED

John H. Hopkins, 3rd, Clerk of the Circuit Court for Anne Arundel County, Maryland.

Filed 3 November, 1947

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, January 5, 1948.

All of which is respectfully submitted .

Laura R. Jickling, Auditor.

Dr. in the Matter of Loretta T. O'Donnell, otherwise known as Loretta Halpin and as Loretta Halpin O'Donnell, non Compos mentis, in ac.

Trustee's Commission Waived.

To Trustee for Court costs, viz:

Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- costs	18.75	
Auditor-stating this account	9.00	37.75

To Trustee for Expenses, viz:

Capital-Gazette Press-publishing notice to creditors	5.00
Capital-Gazette Press-Order Nisi (Acct.)	5.00
U. S. Fidelity & Guaranty Co -bond premium	10.00
Register of Probate, Worcester, Mass-Certified copies of Guardian's appointment	4.40



One-half Federal revenue stamps

.55

One-half State revenue stamps

.55

25.50

BALANCE IN HANDS OF TRUSTEE- subject to further

order of Court - \$940.29

made up of the following:

Cash \$ 642.30

Mortgage 297.99940.291,003.54

with Joseph D. Malloy, Trustee

Cr.

1947

Sept. 10 Proceeds of Sale (Contract filed with Petition \$1,000.00

Refund 1947 taxes (15.95) adjusted to October

11, 1947- 81 days

3.541,003.541,003.54

Filed January 16, 1948

Order Nisi

ORDERED, This 16<sup>th</sup> day of January, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17<sup>th</sup> day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17<sup>th</sup> day of February next.

John H. Hopkins, 3rd, Clerk

Filed January 16, 1948.

TRUSTEE'S RECEIPT FOR PROCEEDS OF SALE FROM GUARDIAN.

Received of Joseph D. Malloy, Trustee the sum of Nine Hundred Forty Dollars and twenty-nine cents, for the sale of real estate located at Woodland Beach, Anne Arundel County, Maryland, being lots 5100 to 5104 inc.,

Martin F. O'Donnell, Guardian

of the person and estate of Loretta T. O'Donnell, otherwise known as Loretta Halpin, and as Loretta O'Donnell.

Filed Nov. 9, 1948.

OLIVER M. WALKER,	:	No. 9298 EQUITY
W. LAIRD DUNLOP III and	:	IN THE
GEORGE M. SCHMIDT, Trustees,	:	CIRCUIT COURT
vs	:	FOR
PHILIP W. EIKENBERG and	:	ANNE ARUNDEL COUNTY.
FRIEDA M. EIKENBERG, his wife.	:	
	: : : : : :	

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket this case, file and approve bond.

Oliver M. Walker,  
W. Laird Dunlop, III, and  
George M. Schmidt, Trustees,  
John Denyan, Jr.,  
Solicitor for Trustees.

Filed September 15, 1947.

ORIGINAL DEED OF TRUST

THIS DEED, made this 17th day of September, 1946, by and between Philip W. Eikenberg & Frieda M. Eikenberg, his wife, Tenants by the Entireties, party of the first part and Oliver M. Walker, W. Laird Dunlop, III, & George M. Schmidt, Trustee as hereinafter set forth, party of the second part;

WHEREAS, the party of the first part is justly indebted unto Walker & Dunlop, Inc., a corporation organized and existing under the laws of the State of Delaware in the principal sum of Four Thousand, Two Hundred and 00/100 Dollars (\$4,200.00), with interest from date at the rate of  $4\frac{1}{2}$  per centum ( $4\frac{1}{2}\%$ ) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Twenty-six and 59/100 Dollars (\$26.59), commencing on the first day of November, 1946, and on the first day of November, 1946, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1966.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as Lot No. 6 Block E on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County.

The improvements thereon being known as No. 5326 Fourth Street.

BEING the same lot of ground which by assignment of lease of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Frank H. Creese and Company, Inc., a corporation of the State of Maryland, to the said parties of the first part, subject to an annual rental of Sixty Dollars, payable in equal half-yearly installments on the 17th days of March and September, in each and every year.

SUBJECT to building restrictions and covenants of record.

Together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns as trustees, for all the residue of the term of years yet to come and unexpiring, therein, with the benefit of renewal thereof forever; subject to the payment of the aforesaid annual rent.

ALSO all rentals, income, issues, and profits that may accrue from said premises or any part thereof, provided however, that so long as the parties of the first part shall not be in default hereunder, the said parties of the first part shall be entitled to collect and receive the rents, income, issues and profits of the said premises.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wire, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

IN addition to granting and conveying to the party of the second part, its successors and assigns, the leasehold estate in the above described property, the mortgagor hereby grants and conveys unto the mortgagee, its successors and assigns, title to any other interest or estate, in the above described property, including title to the reversion in fee and the annual ground rent payable out of the aforesaid described property, which the said party of the first part may at any time hereafter acquire, it is the intention of the parties of this mortgage that any and all interests and estates in the aforesaid described property which may now be owned by the mortgagor, his heirs, personal representatives and assigns, or which may be hereafter acquired shall enure to the benefit of the mortgagee, its successors and assigns, and be subject to the lien of this mortgage in the same manner and to all intents and purposes as if the mortgagor at the date of the execution of this mortgage owned and was vested with the title to all interest and estate in the above described property, which the mortgagor, his heirs, personal representatives and assigns, may acquire at any time prior to the payment of the mortgage debt secured by this mortgage in accordance with the terms hereof. In furtherance of the above grant of any after-acquired title to any interest or estate in the above described property, the mortgagor, for himself, his heirs, personal representatives and assigns, hereby stipulates, agrees and covenants with the mortgagee, its successors and assigns, that all the provisions of this mortgage, including the provisions for the foreclosure of this mortgage, as hereinafter set forth, shall and are intended to be applicable to any interest or

estate in the above described property which may hereafter be acquired by the mortgagor, his heirs, personal representatives and assigns, as well to the leasehold estate in said property which is owned by the mortgagor at the date of the execution of this mortgage.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per centum ( $4\frac{1}{2}\%$ ) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same, subject to above mentioned leasehold, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided, for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales: Secondly: to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns

of possession of the premises, so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

AND the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in any amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; Provided, however, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and PROVIDED FURTHER, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable in this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the holder of the note in funds with which to discharge its obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

- (1) premium charges under the contract of insurance with the Federal Housing Administrator;
- (11) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
- (111) interest on the note secured hereby; and

(IV) Amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rent; taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the same holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and

in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or guarantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 3 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 3 months time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half ( $\frac{1}{2}$ ) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

10. That he specially warrants the property herein conveyed and that he will execute such further assurance thereof as may be required.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature (s) and seal(s) of the parties of the first part on the day and year first above written.

Witness;

William O. Hayes, Jr.,

Philip W. Eikenberg (SEAL)

Frieda M. Eikenberg (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of September, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Philip W. Eikenberg and Frieda M. Eikenberg, his wife, and have acknowledged the foregoing deed to be their act.

In witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

William O. Hayes, Jr. Notary Public

Recorded 26 September, 1946 at 11 o'clock A.M. J.H.H. 369 folio 183.

Filed Sept. 15, 1947.

EXHIBIT "A"

July 24th, 1947

Mr. Philip W. Eikenberg  
 Mrs. Frieda M. Eikenberg  
 5326 Fourth Street, Arundel Village  
 Baltimore, 25, Maryland.

RE: 5326 Fourth Street, Arundel Village, Mortgage in Default.

Dear Mr. and Mrs. Eikenberg:

Your Mortgage is now in default in the amount of \$207.03.

It is mandatory that you pay this amount together with attorney's fee by July 30th, 1947;  
 otherwise foreclosure proceedings will be instituted.

I have made four efforts to locate you and discuss this matter with you and make some  
 arrangements for payment. I note that you do not even live in the house and it appears to be  
 abandoned.

Please advise me no later than the above date.

Very truly yours,

REGISTERED MAIL:

John Demyan, Jr.,

1. To each Mortgagor

Attorney for Mortgagee

2. PWE-Home Ben. Ins. Co.

3. Walker &amp; Dunlop

4. Filed

Post Office Department, Official Business, Return Receipt.

Baltimore, Md. July 25, 1947.

Received from the Postmaster the Registered or Insured Article, the original number of  
 which appears on the face of this Card.

1. Philip W. Eikenberg

2. Lorraine Trautman

Date of delivery 7/ 25/47.

Return to John Demyan, Jr.,

County Trust Bldg., Annapolis, Md.

REGISTERED ARTICLE No. 761

Filed Sept. 15, 1947.

STATEMENT OF CLAIM(deed of trust)

PROPERTY NO. 5326 Fourth Street, Arundel Village, Baltimore, 25, Md..

To the original amount of principal indebtedness secured by Deed of Trust

filed in this case . . . . ., \$4,200.00

LESS: This amount received on account of principal . . . . . \$43.60

This amount of balance to credit of expenses account \$ 8.97

---

 52.57

\$4 147.43

With interest from February 1, 1947, to date of sale

Oliver M. Walker

George H. Schmidt

W. Laird Dunlop, III, Trustees



STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 29th day of August, 1947; before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Oliver M. Walker, George H. Schmidt and W. Laird Dunlop, III, plaintiffs, in the above entitled cause. and made oath that the foregoing is a just and true statement of the amount of the mortgage claim (Deed of Trust), under the Deed of Trust filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Esther Bloombaum, Notary Public

Filed Sept. 15, 1947

B O N D.

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS. That we, Oliver M. Walker, George H. Schmidt and W. Laird Dunlop, III, Trustees, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND (\$5000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves <sup>us, our and each of</sup> and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 23rd day of September, Nineteen Hundred and 47.

WHEREAS, BY VIRTUE of a power of sale contained in a deed of trust from Philip W. Eikenberg & Frieda M. Eikenberg, his wife, to Oliver M. Walker, W. Laird Dunlop, III & George H. Schmidt, Trustees, bearing date on or about the 17th day of September, Nineteen Hundred and 46, the said Trustees are authorized and empowered to make sale of the property described in said deed of trust, in case default should be made in the payment of the principal debt secured by said deed of trust or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said trustees are about to execute said power and make sale of the property described as aforesaid in said deed of trust.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Oliver M. Walker, George H. Schmidt and W. Laird Dunlop, III, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

(Corporate Seal)

Test:

Katharine H. McCutchan

Oliver M. Walker (SEAL)

W. Laird Dunlop, III (SEAL)

George H. Schmidt, (SEAL)

EAGLE INDEMNITY COMPANY

By BENJAMIN MICHAELSON,

Attorney-in-Fact

Approved this 14th day of Oct. 1947,

John H. Hopkins, 3rd, Clerk.

FILED October 14, 1947.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT

JOHN DEMYAN, JR.  
ATTORNEY AT LAW  
County Trust Bank Building,  
Annapolis, Maryland.

TRUSTEE'S SALE

No. 5326 FOURTH STREET

Arundel Village, Fifth Election District of Anne Arundel County, Md. ✓

By virtue of the power of sale contained in a deed of trust from Philip W. Eikenberg and Frieda M. Eikenberg, his wife, to the undersigned, dated September 17, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 369 folio 183, we will offer at public sale at the Court House door in the City of Annapolis, Maryland, on TUESDAY, OCTOBER 14, 1947 at 11 o'clock A.M., the following described leasehold property, to wit:

Lot No. 6, block "E" on the plat of Section 1, of Arundel Village, Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5326 Fourth Street, Arundel Village.

This property is located in the Brooklyn area north of Church Street. The property is subject to an annual ground rent of sixty dollars; and said property is also subject to building restrictions and covenants of record.

TERMS OF SALE: Cash on ratification of sale. A deposit of \$500.00 will be required of the purchaser on the day of sale. These terms may be altered to suit a responsible purchaser.

For further particulars inquire of the undersigned at 1313 Fidelity Building, Baltimore, Maryland; or c-o John Demyan, Jr., County Trust Bank Building, Annapolis, Maryland.

OLIVER M. WALKER

W. LAIRD DUNLOP, III,

GEORGE H. SCHMIDT

o-2

CERTIFICATE OF PUBLICATION.

Annapolis, Md. October 14, 1947

We hereby certify, that the annexed Trustee's Sale- Philip W. Eikenberg - was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of October, 1947. The first insertion being made the 18th day of September, 1947.

THE CAPITAL GAZETTE PRESS, INC.,

By Shirley McDonald.

No. MG. \_

Filed October 14, 1947.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees named in the deed of trust filed in this case respectfully shows:

That after having given bond with surety duly approved as required by law, and having advertised for sale the property by said deed of trust conveyed to the undersigned TRUSTEES to secure the payment of the debt therein mentioned and thereby intended to be secured, by advertisement in the Maryland Gazette on September 18th, 1947, September 25th, 1947, and October 2nd, 1947, a newspaper published weekly at Annapolis, Anne Arundel County, Maryland, thereby giving October 14th, 1947 at 11 o'clock A.M. as the time of sale, at the Court House Door in the City of Annapolis, State of Maryland; and the manner and terms of sale, they did attend in person at the Court House Door in the City of Annapolis, State of Maryland, on Tuesday, October 14th, 1947, at 11 A.M., that being the time and place advertised for said sale; and did then and there offer said property at public sale and sold the same to MATTHEW TRIMBLE SAWTELLE, at and for the sum of THREE THOUSAND (\$3,000.00) DOLLARS, said purchaser being then and there the highest bidder

for said property, and the said Trustees further report that they have received from the purchaser the deposit of \$500.00 as required by the terms of said sale, and have also received his agreement to comply with the other of said terms, the same being as follows: TERMS OF SALE- The sum of \$500. paid at time of sale and the balance of \$2,500 to be paid upon ratification of sale by Court. Your Trustees file herewith the "Auctioneer's Certificate" as to said sale.

All of which is respectfully submitted, etc.

OLIVER M. WALKER

W. LAIRD DUNLOP, III

GEORGE H. SCHMIDT

Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby Certify, that on this 14th day of October, 1947, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared OLIVER M. WALKER, W. LAIRD DUNLOP III and GEORGE H. SCHMIDT, Trustees, and made oath in due form of law that the matters and things set forth in the foregoing report are true as stated and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

John Demyan, Jr., Notary Public

October 14, 1947

I, the undersigned, do hereby purchase the property known as Lot No. 6, Block "E" on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in the Land Records of Anne Arundel County in Plat Cabinet No. 3, RodE-5, Plat 8. The improvements thereon being known as No. 5326 Fourth Street, Arundel Village, It is understood and agreed that I am purchasing only the leasehold interest as set forth in the advertisement attached to the "Auctioneer's Certificate". I do hereby agree to comply with the terms of sale as below set forth.

TERMS OF SALE: SOLD FOR \$3,000.00. \$500.00, paid at time of sale, Oct. 14, 1947. \$2500.00 Balance on ratification of sale. \$3,000.00 - Total sales price.

WITNESS

PURCHASER  
Matthew Trimble Sawtelle

John Demyan, Jr.

"AUCTIONEER'S CERTIFICATE"

October 14th, 1947

I HEREBY CERTIFY, that I have this day sold at public auction the property mentioned in this advertisement at and for the sum of Three Thousand (\$3,000.00) Dollars, to Matthew Trimble Sawtelle. THAT being then and there the highest bid received for said property, and that said sale was fairly made.

Geo. W. Scible, Auctioneer.

SUBSCRIBED and sworn to before me this 14th day of October, 1947.

(Notarial Seal)

Clemence C. Burwell, Notary Public.

Filed October 14, 1947.

ORDER NISI

ORDERED, this 14th day of October, 1947, That the sale of the property mentioned in these proceedings made and reported by Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of November next.

The report states that the amount of sales to be \$3000.00.

John H. Hopkins, 3rd, Clerk.

Filed October 14, 1947

CERTIFICATE OF PUBLICATION REPORT OF SALE

Annapolis, Md., November 13, 1947.

We hereby certify, that the annexed Order Nisi was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15<sup>th</sup> day of November 1947. The first insertion being made the 23rd day of October 1947.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 1515

By Shirley McDonald.

Filed December 2, 1947

FINAL ORDER

ORDERED BY THE COURT, This 4 day of December, 1947, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commission<sup>s</sup> and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A.J.

Filed 4 December, 1947

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above cause, and from them he has stated the within account, March 19, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, vs Philip W.

Eikenberg and Wife

in ac.

To Trustees for Commissions; as provided in Deed of Trust		30.00
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75
To Trustees for Expenses, viz:		
Capital-Gazette Press-advertising sale	18.00	
Capital-Gazette Press-handbills	6.89	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
John Demyan, Jr. -fee for legal services (Order of 3/18/48)	100.00	
Eagle Indemnity Co.-bond premium	20.00	
George W. Scible-auctioneer	16.00	
Ground rent - (\$60.00-adj.)	17.50	
One-half Federal revenue stamps	1.65	
One-half State revenue stamps	1.65	
Notary fees	<u>1.50</u>	193.19

Mortgage claim

2,739.06

3.000.00

Amount of mortgage claim filed .

4,147.43

Cr. Amount allowed as above

2,739.06

Balance subject to decree in personam

1,408.37

Cr.

Oct. 10 Proceeds of Sale

3,000.00

3,000.00

ORDER NISI

John H. Hopkins, 3rd. Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 4, 1948.

The Capital Gazette Press, Inc.,

By Shirley McDonald

Filed May 21, 1948.

## FINAL ORDER

ORDERED BY THE COURT, this 24th day of May, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Marvin I. Anderson, Judge.

Filed May 24, 1948.

IN THE MATTER OF THE SALE OF

## THE MORTGAGED REAL ESTATE

OF

ISIAH WILSON and

HATTIE WILSON, his wife,

NO. 9303 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY.

• • • • •

PETITION TO DOCKET SUIT

To The Clerk of the Court:

Please docket this case and file Statement of Claim and original Mortgage as an Exhibit.

S. J. Lester DuLaney,

Mortgagee

Filed 23 Sept. 1947

MORTGAGE

THIS MORTGAGE, Made this 5th day December, in the year nineteen hundred and twenty three, by Isiah Wilson and Hattie Wilson, his wife, of Anne Arundel County and the State of Maryland, parties of the first part, and S. J. Lester DuLaney, of the State and County aforesaid, party of the second part.

WHEREAS the party of the second part has this day lent unto the parties of the first part Three Hundred Dollars, which said sum is to be re-paid, with interest three years from the day of the date hereof, and for said sum the said parties of the first part have this day passed to the said party of the second part their joint and several promissory note, of even date herewith and is payable to his order three years after date, with interest payable semi annually. And for the purpose of securing the payment of said debt and interest this mortgage is executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH that in consideration of the premises and the sum of One Dollar, the said Isiah Wilson and Hattie Wilson, his wife, do grant and convey unto S.J. Lester DuLaney, his heirs and assigns, all that lot of ground, situate in Anne Arundel County, that is described as follows, that is to say:

BEING all that lot of ground containing nineteen and one quarter acres of land more or less that was conveyed to the said Isiah Wilson and wife by Dennis Wilson, by deed of even date herewith, said deed to be recorded among the Land Records of Anne Arundel County prior hereto.

BEING ALSO the same lot of ground conveyed to Dennis Wilson in a deed of partition between Isiah Wilson and others, bearing date October 31st 1888, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 598 etc.

TOGETHER with the buildings and improvements, thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of S. J. Lester DuLaney, his heirs and assigns forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges mortgage debt and interest, the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or Bruner R. Anderson, their Attorney or Agent, at any time

after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty Five dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors.

TEST:

WM. LUERS

ISAIAH WILSON

(SEAL)

HATTIE WILSON

(SEAL)

STATE OF MARYLAND, PRINCE GEORGE COUNTY, TO WIT:

I hereby Certify, that on this 5th day of December in the year nineteen hundred and twenty-three before me, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Isiah Wilson and Hattie Wilson, his wife,, the Mortgagors named in the foregoing Mortgage and each acknowledged the foregoing Mortgage to be their act.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Wm. Luers, Notary Public.

STATE OF MARYLAND, Anne Arundel County, To wit:

I hereby certify that on this 5th day of December, 1923, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Bruner R. Anderson, Agent of the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth, and that he is the Agent of the said Mortgagee.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Cora A. DuLaney, Notary Public.

Recorded 11 December, 1923, at 10 A.M., in Liber W.N.W. No. 73, folio 149.

MORTGAGE NOTE

\$300.00

Dec. 2nd, 1923

Secured by Mortgage of even date herewith Three years after date we jointly and severally promise to pay to the order of S. J. Lester DuLaney, Three Hundred 00/100 Dollars with interest payable semi-annually. Value received.

Isaiah Wilson

Hattie Wilson.

Filed Sept. 23, 1947.

STATEMENT OF CLAIM

Amount of original mortgage \$300.00

Interest from August 4, 1934 to August 4, 1947 234.00

\$534.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby certify, that on this 19th day of September in the year nineteen hundred and forty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid,—personally appeared S. J. Lester DuLaney and made oath in due form of law that the annexed statement of claim is true as therein set forth and that no part of same has been paid except what credit is given for.

WITNESS my hand and Notarial Seal.

Pearl M. Riden, Odenton, Md.

(Notarial Seal.)

Notary Public.

S. J. Lester Du Laney

Filed Sept. 23, 1947

B O N D

NEW AMSTERDAM CASUALTY COMPANY

KNOW ALL MEN BY THESE PRESENTS:

That we, S. J. Lester DuLaney, of Odenton, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand and 00/100 (\$1,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of October in the year nineteen hundred and forty-seven.

WHEREAS, the above bounden S. J. Lester DuLaney by virtue of the power contained in a Mortgage from Isiah Wilson and Hattie Wilson, his wife, to S. J. Lester DuLaney, bearing date the 11th day of December nineteen hundred and twenty-three, and recorded among the Land Records of Anne Arundel County, in Liber W.M.W. No. 73, Folio 149, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden S. J. Lester DuLaney do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered

S. J. Lester DuLaney (SEAL)

in the presence of

NEW AMSTERDAM CASUALTY COMPANY

Cora A. DuLaney

By G. Lee Burgess,

Attest;

(Corporate Seal.)

Jos. Kozlosky

Vice-President.

Assistant Secretary.

APPROVED THIS 3<sup>rd</sup> day of Nov. 1947.

John H. Hopkins, 3rd, Clerk.

Filed Nov. 3, 1947

ORDER NISI or REPORT OF SALE



IN THE MATTER OF THE SALE : No. 9303 EQUITY  
 (2) OF THE MORTGAGED REAL ESTATE : IN THE  
 OF : Circuit Court for  
 ISALAH WILSON and : Anne Arundel County.  
 HATTIE WILSON, his wife. :

;;; ; ; ; ; ;

ORDERED, this 3<sup>rd</sup> day of November, 1947, That the sale of the property mentioned in these proceedings made and reported by S. J. Lester DuLaney, Mortgagee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6<sup>th</sup> day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6<sup>th</sup> day of December next.

The report states that the amount of sales to be \$200.00

John H. Hopkins, 3rd, Clerk.

Filed November 3, 1947.

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 8, 1947

We hereby certify, that the annexed Order Nisi- ISALAH WILSON and wife, was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6<sup>th</sup> day of December, 1947. The first insertion being made the 6<sup>th</sup> day of November, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald

Filed Dec. 16, 1947.

FINAL ORDER.

ORDERED BY THE COURT, This 17 day of December, 1947, that the sale made and reported by the Mortgagee aforesaid, be and the same \_nereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the mortgagee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, \_

Filed 17 December, 1947

REPORT OF SALE

The Report of sale of S. J. Lester DuLaney, Mortgagee in this case, respectfully shows to your Honor as follows:

That after having given more than twenty one days notice of the time, place, manner and terms of sale in the Maryland Gazette, once a week for more than three successive weeks, he attended at the Court House door in the City of Annapolis, on Monday, November 3<sup>rd</sup> 1947 at 11 o'clock, A.M., and offered for sale the property in said mortgage described and mentioned and sold the same to Cora A. DuLaney, she being then and there the highest bidder therefor, at and for the sum of Two Hundred Dollars, and the purchaser has complied with the terms of sale.

Witness:

S.J. Lester DuLaney, Mortgagee

Clemence C. Burwell.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 3<sup>rd</sup> day of November in the year nineteen hundred and forty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared S. J. Lester DuLaney, Mortgagee, and made affidavit in due

form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

My Commission expires 5/2/49

Clemence C. Burwell, Notary

Notary Public

Filed Nov. 3, 1947.

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I, Bruner R. Anderson, being duly sworn, do depose and say:

(1) That I am a resident of Anne Arundel County in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether Isaiah Wilson the Defendant in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts herein after stated are true.

(3) That said defendant is dead, died about 10 years ago, was married, has no wife or child, is dead, about 75 years of age when he died; not notified.

(4) That said Defendant was never in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within \_ days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 6th day of November, 1947.

Bruner R. Anderson Affiant

(Notarial Seal)

Pearl M. Riden, Notary Public

Filed Nov. 8, 1947.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, December 18, 1947.

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. in the Matter of the Sale of the Mortgaged Real Estate of Isaiah Wilson and Hattie Wilson,

His wife,

in ac.

Mortgagee's fee Waived

Mortgagee's Commission Waived

To Mortgagee for Court costs, viz:

Mortgagee's appearance fee Waived

Clerk of Court - Court costs

18.75

Auditor- stating this account

4.50

23.25

To Mortgagee for Expenses, viz:

Capital-Gazette Press- advertising sale	13.50	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
New Amsterdam Casualty Co-bond premium	10.00	
George W. Scible-Auctioneer's fee	10.00	
One-half Federal revenue stamps	.28	
One-Half State revenue stamps	.27	
Notary fees	<u>.50</u>	44.55

To S.J.Lester DuLaney, Mortgagee - this balance on  
account mortgage claim

132.20

200.00

Amount of mortgage claim filed

534.00

Cr. Amount allowed as above

132.20

Balance subject to decree in personam

401.80

with S. J. Lester DuLaney, Mortgagee

Cr.

1947

Nov. 3. Proceeds of Sale

200.00

200.00

Filed 26 December, 1947

ORDER NISI

ORDERED This 26 day of December, 1947, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29" day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29" day of January next.

John H. Hopkins, 3rd, cc

Filed 26 December, 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 19, 1948

We hereby certify that the annexed Order Nisi-Equity #9303, Isias and Hattie Wilson was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of January, 1948. The first insertion being made the 1st day of January, 1948.

THE CAPITAL-GAZETTE PRESS, INC.  
By Shirley McDonald

Filed Jan'y 20, 1948.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 4 day of February, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. McWilliams, A.J.

Filed 4 February, 1948

TO THE HONORABLE, THE JUDGES OF SAID COURT:

STATE OF MARYLAND, Anne Arundel County, to wit:

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify, that on this 29th day of September, 1947 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas H. Hare, the Plaintiff, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal)

C. A. Rodowskas, Notary Public.

Filed October 3, 1947.

O R D E R .

ORDERED this 6th day of October, 1947, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Bill of Complaint and Affidavit, that John S. Strahorn and Noah A. Hillman, of Annapolis, Maryland, be, and they are hereby appointed receivers, with power and authority to take charge and possession of the goods, wares, merchandise, books, papers and effects of, and the real estate belonging to the said firm of Thomas H. Hare and Archie J. Elsroad, trading as Archway Restaurant. The said Archie J. Elsroad and all other persons are hereby required to yield up and deliver unto the said receivers the goods, wares, merchandise, books, papers and effects of the said firm, subject, nevertheless, to the further direction of this Court; unless cause to the contrary be shown on or before the 21 day of October, 1947, and provided a copy of the Bill of Complaint and of this Order be served upon the said Archie J. Elsroad, the Defendant, on or before the 13th day of October, 1947.

William J. McWilliams, Judge.

Filed 6 October, 1947

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, Archie J. Elsroad, for Answer to the Bill of Complaint, says:

1. That the Defendant admits the 1st, 2nd, 3rd, 4th, 5th, 6th and 7th allegations contained in the Bill of Complaint.

2. And further answering the Defendant agrees that irreconcilable differences with the Plaintiff require the immediate public or private sale of all the assets of the partnership at the highest bid possible, payment of all debts and expenses, and the division of the balance between the plaintiff and defendant.

AND having fully answered the Defendant prays to be hence dismissed with reasonable costs.

And as in duty bound, etc.

John Demyan, Jr.,

Archie J. Elsroad, Defendant.

Solicitor for Defendant.

Filed December 15, 1947.

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Archie J. Elsroad, the Defendant, respectfully represents:

1. That as a partner in the Archway Restaurant he has a substantial interest in said business and property and he therefore prays the appointment of John Demyan, Jr., his Solicitor, as co-receiver or trustee, to act with Attorneys Noah A. Hillman and John S. Strahorn, jointly.

AND as in duty bound, etc.

Archie J. Elsroad, Defendant

ORDER OF COURT

WHEREUPON, it is ORDERED that Noah A. Hillman, John S. Strahorn and John Demyan, Jr., of Anne Arundel County, Maryland; be and they are hereby appointed Receivers with power and authority to receive and take charge and possession of the goods, wares, merchandise, books, papers and effects of and belonging to Thomas H. Hare and Archie J. Elsroad, jointly, and trading under the partnership name of ARCHWAY RESTAURANT. And also with power and authority to sue for and to collect the debts due unto the said firm. And the said Thomas H. Hare and Archie J. Elsroad, and each of them, are hereby required to yield up and deliver unto the said Noah A. Hillman, John S. Strahorn and John Demyan, Jr., the goods, wares, merchandise, books, papers and effects of or belonging to said firm. And it is further ordered that before the said John S. Strahorn, Noah A. Hillman and John Demyan, Jr., proceed to act as Receivers by virtue of this Order, they shall give bond to the State of Maryland, in the penalty sum of Fifteen Thousand (\$15,000.00) Dollars, with surety, to be approved by the Court, for the faithful performance of the trust reposed in them by this order, or which may be reposed in them by future orders in the premises.

This order does hereby release Noah A. Hillman and John S. Strahorn, as Receivers, heretofore appointed on the 6th day of October, 1947, by this Court.

DATED this 7 day of January, 1948.

William J. McWilliams, Judge

We hereby assent to the passage of the Order appointing John S. Strahorn, John Demyan, Jr., and Noah A. Hillman co-receivers in the above entitled case.

John S. Strahorn

John Demyan, Jr.,

Noah A. Hillman.

Filed 7 January, 1948

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, John Demyan, Jr., Noah A. Hillman, and John S. Strahorn, as Principals, of Anne Arundel County, State of Maryland, and Eagle Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, to the payment of which said sum, the said Principals and the said Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 26th day of January, 1948,

WHEREAS by an order of the Circuit Court for Anne Arundel County, dated January 7, 1948, and passed in a cause entitled "Thomas H. Hare vs Archie J. Elsroad;" No. 9310 Equity, in said Court pending, the said John Demyan, Jr., Noah A. Hillman and John S. Strahorn were appointed receivers with power and authority to receive and take charge of the goods, wares, merchandise, books, papers and effects of and belonging to Thomas H. Hare and Archie J. Elsroad, jointly, and trading under the partnership name of Archway Restaurant, and also with power and authority to sue for and to collect the debts due unto the said firm.

NOW, THEREFORE, THE CONDITION of the foregoing obligation is such that if the said Principals shall well and truly perform according to law all and singular the duties reposed in them by the aforesaid order of Court and shall save harmless and indemnify the State of Maryland from any liability for the failure of said Principals to perform their duties properly, then this

obligation shall be null and void; otherwise to remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the said Principals and the said Surety have caused this instrument of writing to be signed and their seals to be hereunto affixed this 26 day of January, 1948.

Test:

Katharine H. McCutchan .

(CORPORATE SEAL)

John Demyan, Jr. (SEAL)

Noah A. Hillman (SEAL)

Jno. S. Strahorn (SEAL)

EAGLE INDEMNITY COMPANY, a body corporate,

By Benjamin Michaelson,

Attorney-in-Fact

Approved this 26" day of January, 1948.

John H. Hopkins, 3rd, Clerk.

Filed January 26, 1948.

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff and the Defendant, by their respective Solicitors, hereby submit this case for decree providing for a sale of the assets of the partnership, including the real estate, and a division of the proceeds in accordance with law.

Noah A. Hillman

Jno. S. Strahorn

Solicitors for Plaintiff

John Demyan, Jr.,

Solicitor for Defendant

Filed February 2, 1948

D E C R E E

The Bill of Complaint, Answer and all proceedings in this cause having been by the Court read and considered, and the case being submitted by the respective parties for a decree for the sale of the partnership assets, it is thereupon this 2 day of February, 1948, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED that the partnership assets of the parties to this cause be sold.

IT IS FURTHER ADJUDGED AND DECREED that John S. Strahorn Noah A. Hillman, and John Demyan, Jr., Trustees, proceed to make such sale and that the course and manner of their proceedings be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by the Clerk of this Court, in the penalty of \$15000.00, conditioned for the faithful performance of the trust reposed in them; and they shall proceed to make the said sale as follows:

1. The chattels and personal effects of the partnership shall be sold for cash.
2. The real estate shall be sold upon the payment of a deposit of \$500.00 at the time of sale, balance to be paid in cash on the final ratification of such sale by this Court, deferred payment to bear interest at 6 per cent.
3. The Trustees may, in their discretion, sell the personalty and real estate as a whole or severally.

As soon as may be convenient after the said sale, the Trustees shall return to this Court a full and particular account of said sale, with an affidavit of the truth thereof and of the fairness of such sale annexed. On the ratification of said sale by this Court and upon the payment of the whole purchase money (and not before), the Trustees by a good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser of said property, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or

any of them.

AND the said Trustees shall bring into this Court the money arising from such sale, to be disposed of under the direction of this Court, after deducting therefrom the costs and such commission to the said Trustees as the Court may think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged this trust.

William J. McWilliams, Judge.

Filed 2 February, 1948

REPORT OF SALE

To The Honorable, the Judges of said Court:

The Report of John S. Strahorn, Noah A. Hillman and John Demyan, Jr., Receivers appointed by the Court in these proceedings and authorized to make sale of the Real Estate and Personal Property there in mentioned, respectfully show:

That under and by virtue of the decree of this Court dated the 2nd day of February, 1948, authorizing sale in this case and after having given bond and due notice of the time, place, manner and terms of sale by advertising in the Maryland Gazette, a newspaper published in Anne Arundel County and by advertising in The County Chronicle, a newspaper likewise published in said County and by advertising in The Sun, a newspaper published in the City of Baltimore, they did pursuant to the said notice of sale attend in person on the premises on the Fort Smallwood Road on Saturday, February 28, 1948, at 12 o'clock Noon, and then and there in the presence of a number of persons did proceed to sell at public sale the property mentioned in these proceedings, to wit:

1. Real Estate, consisting of two parcels, conveyed to the plaintiff and the defendant on the 23rd day of April, 1947 by Christina Caprarola by Deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 405, \_ \_ , to which deed reference is made for a more complete description of the property. Said real estate consisting of two tracts, separated by a 20 foot right of way used in common with this and other property, and being lots "A" and "B", as therein set out, the combined are of said two lots being  $3 \frac{1}{3}$  acres, more or less.

2. Personal property, consisting of tables, chairs, ice box, bottle box, steam table, knives, forks, Frigidaire, coffee maker, milk shaker and other miscellaneous equipment on the premises ( excepting a Hendler ice cream freezer ).

That they did first offer the equipment ( bid highest at \$ 1,125.00 ) and then the real estate (bid highest at \$6,700.00 ), reserving said bids and then offered both the real estate and the equipment as an entirety; and did sell the same, as an entirety, to Herbert Mewshaw, 2107 Frederick Avenue, Baltimore, Maryland, at and for the sum of FOURTEEN THOUSAND TWENTY-FIVE (\$14025.00), he being at that price then and there the highest bidder therefor.

That the said purchaser has paid the deposit of Two thousand Dollars, (\$2,000.00) and agreed to comply with the terms of sale. The agreement of the purchaser and the certificate of the Auctioneer, with Hand Bill, are filed with this Report of Sale as part hereof.

All of which is respectfully submitted.

(Notarial Seal)

Jno.S.Strahorn,

Noah A. Hillman

John Demyan, Jr.,

R E C E I V E R S

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby Certify, that on this 1st day of March, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John S. Strahorn, Noah A. Hillman and John Demyan, Jr., Receivers, who made oath in due form of law that



the matters and facts set forth in the above Report of Sale are true as therein set forth and that the said sale was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Lillian M. Fine, Notary Public.

Filed 1 March, 1948

RECEIVER'S SALE OF

IMPROVED REAL ESTATE, RESTAURANT, FIXTURES, ETC.

UNDER and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a cause therein in which Thomas H. Hare is plaintiff, and Archie J. Elsroad is defendant, being No. 9310 Equity, the undersigned, John S. Strahorn, Noah A. Hillman and John Demyan, Jr., receivers in said cause, will sell on the premises on the Fort Smallwood Road, in the Third Election District of said Anne Arundel County, situate approximately one mile each of Hillman's Store at Jacobsville on the Mountain Road in said district, on SAT., FEB. 28, 1948 at 12 o'clock Noon

The following property mentioned in said proceedings, as follows:

1. Real estate, consisting of two parcels, conveyed to the said parties Hare and Elsroad on the 23rd day of April, 1947, by Christina Caprarola, by her deed of that date, recorded among the land records of said Anne Arundel County on the 30th day of April, 1947, in Liber J.N.H. 405, folio 234, etc., to which deed reference is hereby made for a more complete and accurate description of the property herein advertised to be sold. Said real estate consisting of two tracts, separated by a 20 foot right of way used in common with this and other property, and being Lots "A" and "B" as therein set out; the first of said lots facing about 238 feet on said Fort Smallwood Road, and the second thereof facing about 400 feet on said road; the combined area of said two lots being 3 1-3 acres of land, more or less. The improvements on said property hereby advertised for sale being the following: A one-story stucco building used as a restaurant, built in 1946-1947, together with a detached kitchen at the rear; the said restaurant building being 30 by 40 feet in size and the kitchen building about 18 by 18 feet in size and a two-room cabin about 14 by 16 feet.

2. Personal Property: Consisting of tables, chairs, ice box, bottle box, steam table, knives, forks, Frigidaire, coffee maker, milk shaker and other miscellaneous and necessary equipment used in an up-to-date restaurant.

TERMS OF SALE: (1) The personal property will be offered separately for cash, and sold free and clear of any outstanding liens thereon, said liens to be made known at the sale. The price bid therefor will be withheld until the real estate is offered.

(2) The real estate will be offered separately and sold subject to a balance due on a first mortgage thereon, the amount thereof to be announced on day of sale. If sold separately a deposit of \$1,000.00 will be required on day of sale, deferred payment to bear interest at six per cent until paid after ratification of said sale. The highest bid to be withheld until both the real and personal have been then offered.

(3) Both the real and the personal to be then offered as an entirety, and if a higher bid be obtained then the combined separate bids therefor, a deposit of \$2,000. to be paid in cash by the purchaser at the combined bid on the day of sale; the deferred payment to bear interest at six per cent until paid after ratification by the Court.

JOHN S. STRAHORN,  
NOAH A. HILLMAN,  
JOHN DEMYAN, JR.,      Receivers,  
Annapolis, Maryland.

I hereby certify that I have purchased the Land, Buildings and Equipment described in this Hand Bill, this 28th day of February, 1948 at and for the sum of \$14,025.00; that I have made the Deposit of \$2,000.00; that I agree to abide by the terms of sale. Excepting Hendler's ice cream box.

Witness my hand and seal.

Witness  
Thomas H. Hare

Herbert Mewshaw (SEAL)

Purchaser

2107 Frederick Ave. (Gil. 3725) or  
Armiger 322 J 2

I hereby certify that I sold the Land, Bldgs, Equipment described in this Hand Bill to Herbert Mewshaw, at and for the sum of fourteen thousand twenty-five dollars (\$14025.00/xx)

Geo. W. Scible, Auctioneer

Filed March 1, 1948

ORDER NISI

Ordered, this 1st day of March, 1948, That the sale of the property mentioned in these proceedings made and reported by John S. Strahorn, Noah A. Hillman, and John Demyan, Jr., Receivers BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the \_\_\_ day of April next. The report states that the amount of sales to be \$14,025.00.

John H. Hopkins, 3rd, Clerk.

Filed 1 March, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 8, 1948.

We hereby certify, that the annexed Order Nisi, Equity 9310- THOMAS H. HARE was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of April, 1948. The first insertion being made the 4th day of March, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. \_\_

By Shirley McDonald

Filed April 10, 1948

FINAL ORDER

ORDERED BY THE COURT, This 12th day of April, 1948, that the sale made and reported by the Receivers aforesaid, be and the same \_nereby finally Ratified and Confirmed no cause to the confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Receivers allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, Judge.

Filed 212 April, 1948

STATEMENT - FOR SETTLEMENT

HARE - ELSROAD

	DUE HARE		DUE ELSROAD
(a) For bills, groceries, etc.		\$ 1389.43	
(b) For Materials, etc.	951.76		
addl labor	200.00		1151.76
(c) For pays B & L, etc.		517.73	

(DUE HARE)	(DUE ELSROAD)
(d) For groceries, etc	\$ 615.59
(e) For labor, etc.	<u>636.00</u>
Total due Hare	\$ 3058.92
Total due Elsroad	\$ 1251.59

The above figures have been agreed upon by the parties this 20th day of May, 1948 in the Matter of Elsroad vs Hare, No. 9310 Equity, and the Auditor is authorized and directed to audit the respective amounts to the parties as above set forth.

Jno. S. Strahorn	Archie Elsroad
Noah A. Hillman	Thomas Hare
John Demyan, Jr.,	
Solicitors for the Parties.	

Filed May 20, 1948

PETITION TO CONFIRM CONVEYANCE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Herbert P. Mewshaw, respectfully shows:

1. That he is the purchaser of the property mentioned in these proceedings and as such, requested the Trustees to convey said property to himself and his wife, Elsie Mewshaw, as tenants by the entireties, and the property was so conveyed.

2. That the Report of Sale indicates a sale to your Petitioner alone.

WHEREFORE, your Petitioner prays the Court to pass an ORDER Confirming the conveyance to him and his wife nunc pro tunc.

AND, as in duty bound, etc.

Herbert T. Mewshaw, Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 1st day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Herbert P. Mewshaw, the Petitioner, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

SADA L. FUNK, Notary Public.

(Notarial Seal)

Filed June 2, 1948

O R D E R

ORDERED, the 7th day of June, 1948, by the Circuit Court for Anne Arundel County, in Equity, that the conveyance by the said Trustees be and the same is hereby confirmed nunc pro tunc as of the 28 day of February, 1948.

James Clark, Judge.

Filed 7 June, 1948

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, June 29, 1948.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Thomas H. Hare vs Archue J. Elsroad		in ac.
To Receivers for Commissions, viz:		454.35
To Receivers for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Jos. C. Deegan- Sheriff's costs	1.60	
Auditor - stating this account	<u>18.00</u>	58.35
To Receivers for Expenses, viz:		
Capital-Gazette Press -advertising sale	44.00	
Capital-Gazette Press - handbills and tax	10.71	
Capital-Gazette Press -notice to creditors	5.00	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press - Order Nisi (Acct.)	5.00	
Baltimore News-American-advertising sale	39.20	
The County Chronicle- advertising sale	18.00	
Eagle Indemnity Co.- bond premium	75.00	
George W.Scible-auctioneer's fee	160.00	
One-half Federal revenue stamps	7.98	
One-half State revenue stamps	7.97	
Gas & Electric Co.-minimum charge for service	1.13	
Lillian M. Fine- notary fee	<u>1.00</u>	379.99
To Receivers for Taxes, viz:		
1948 State and County taxes (\$153.56-adjusted to 4/29/48 )		51.16
To Receivers for Liens, viz:		
Fraternity Federal Savings & Loan Association-		
Amount of mortgage claim	4,458.81	
Release Fee	4.30	
Clerk of Court - recording release	<u>.75</u>	4,463.86
To Receivers for Claims Filed, viz:		
The Carey Sales & Service Co.-balance due on		
Conditional Sales Contract-balance	357.00	
Natural Gaz inc. of Md. balance due	309.75	
Henry Stielper-services rendered	20.00	
Thomas Hare-amount agreed to be due	3,058.92	
Archie Elsroad- " " " " "	<u>1,251.59</u>	4,997.26
Balance for Distribution - \$3,811.99		
Distributed as follows in accordance with agreement of parties		
To Thomas Hare - one-half	1,905.99	
To Archie Elsroad - one-half	<u>1,906.00</u>	3,811.99
		<u>14,216.96</u>

WITH John S. Strahorn, Noah A. Hillman and John Demyan, Jr., Receivers,

Cr.

1948

Feb. 28. Proceeds of Sale

14,025.00

Interest on deferred payment

120.00

14,145.00

Refund fire insurance premium

71.9614,216.96

Filed June 29, 1948.

ORDER NISI

Ordered, This 29<sup>th</sup> day of June, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 31<sup>st</sup> day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31<sup>st</sup> day of July next.

John H. Hopkins, 3rd, Clerk.

Filed June 29, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 28, 1948

We hereby certify, that the annexed ORDER NISI- Eq. # 9310- Auditor's Account- THOMAS H. HARE, WAS PUBLISHED IN MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31<sup>st</sup> day of July, 1948. The first insertion being made the 24<sup>th</sup> day of June, 1948.

THE CAPITAL-GAZETTE PRESS, Inc.,

No. MG.\_

By R. L. Braun.

Filed August 2, 1948.

Final ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 9<sup>th</sup> day of August, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee\_ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Marvin I. Anderson,

Judge.

Filed 9 August, 1948.

ELSIE LYONS, Widow, also

;

known as LYON;

;

DOROTHY L. MERLIN and

;

RUSSELL V. MERLIN, her husband and

;

MILES WILTON LYONS.

;

vs

;

WILLIAM LYONS, also known as Lyon,

;

CLAUDE LYONS, also known as Lyons

;

ELSIE M. TAYLOR and

;

CARL G. TAYLOR, her husband, infants.

;

: : : : : : : :

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

NO. 9331 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Your Complainants, by John Demyan, Jr., their Solicitor, complaining, say:

1. That Miles W. Lyons departed this life intestate on the 12th day of June, 1944, leaving surviving him his widow Elsie Lyons, or Lyon, and the following children; Elsie M. Taylor, aged 19 years, who is married to Carl G. Taylor; Claude Lyon or Lyons, age 20 years; William Lyon or Lyons, age 18 years; Dorothy L. Merlin, age 25 years, who is married to Russell V. Merlin; and Miles Wilton Lyons, age 22 years.

2. That the late Miles W. Lyons acquired during his lifetime the property known as No. 10 Manor Road, in the Third Election District of Anne Arundel County, at Saunders Range, Glen Burnie, Maryland; and better known and designated as Lot No. 59 on the Plat of Lots 42-67, inclusive, Section 1, Marley Manor, which Plat is recorded among the Land Records of Anne Arundel County; from Haddie G. Brooks, widow, by deed dated September 11th, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 291, folio 79. See original deed attached as Exhibit No. 1.

3. That the said Miles W. Lyons, deceased, was the owner of the property described in Paragraph (2) at the time of his death and Your Complainant Elsie Lyons, Widow, or Lyon, is entitled in law as the widow, a one third interest in said real estate; and your complainants Dorothy L. Merlin and Miles Wilton Lyons are each entitled to a 2/15's share; and that the infant children, defendants in this cause, are each entitled to a 2/15's share in said real estate.

4. That your Complainant Elsie Lyons or Lyon has administered on the estate of her late husband in the Orphans' Court for Anne Arundel County, a certified copy of said administration is herewith filed as Exhibit No. 2, and is prayed to be taken as a part and parcel of this bill.

5. That on September 26, 1947, all of the adult complainants and Elsie Lyon or Lyons in her own right and as the mother and next friend of her infant children, named as defendants herein entered into a Contract of Sale with Morris A. Cole and Irene E. Cole, his wife, for the sale of the property described in Paragraph (2) for the sum of SIX THOUSAND NINE HUNDRED (\$6,900.00) DOLLARS cash, on account of which purchase price there has been paid a deposit of FIFTY (\$50.00) DOLLARS.

6. That the said real estate in these proceedings mentioned cannot be divided without material loss or injury. Moreover, the Contract of Sale that hath been made for the sale of the lands mentioned in this contract, the original of which is filed herewith as Complainant's Exhibit No. 3 and is prayed to be taken as part and parcel of this Bill, and that said sale of said property is for the best interests and advantage of both the infant defendants and of your Complainants.

7. That the said Contract of Sale has been fairly made and your Complainants will show that said sale is for the best interest and advantage of both your complainants and the defendants.

To the end, therefore.

(a) That the Contract of Sale mentioned in these proceedings be confirmed.

(b) That a trustee may be appointed by this Honorable Court to collect the balance of the purchase money and upon payment of the same to execute to the purchaser a deed conveying all the right, title, interest and estate of the parties to this suit or of those claiming by, from or under them or either of them and to divide the money arising therefrom between the parties to this cause in accordance with their respective rights, priorities and interest.

(c) That your Complainants may have such other and further relief as their case may require.

May it please your Honor to grant unto your Complainants the writ of subpoena directed

to the said William Lyons or Lyon, Claude Lyons or Lyon; and Elsie M. Taylor and Carl G. Taylor, her husband; infant defendants; all residing at No. 10 Manor Road, Saunders Range, Glen Burnie P.O. Maryland, commanding them, and each of them, to appear in this Honorable Court on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Elsie Lyon

John Demyan, Jr.,

Complainant.

Solicitor for Complainants.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 25th day of October, 1947; before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Elsie Lyons or Lyon, Widow, Miles Wilton Lyons, Russell V. Merlin and Dorothy L. Marlin, his wife, Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Susan Tillson, Notary Public.

Filed October 28, 1947.

"EXHIBIT NO. 1 " EXAMINER'S EXHIBIT No. 3

(INT. REV. STAMPS \$4.40) (MD. STATE STAMPS \$4.00)

THIS DEED, Made this 11th day of September, in the year one thousand nine hundred and forty--three, by and between HADDIE G. BROOKS, Widow, of Dade County, in the State of Florida, party of the first part, and MILES W. LYONS, of Anne Arundel County, in the State of Maryland, party of the second part;

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all that lot of ground situate in Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEING known and designated as Lot No. 59 on "Plat of Lots 42-67, inclusive, Section 1, Marley Manor," which Plat is recorded among the Land Records of Anne Arundel County, the improvements whereon are known as No. 10 Manor Road.

BEING the same lot of ground which by deed dated April 8, 1942, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 258, folio 236, was granted and conveyed by Marley Manor, Inc., to the Grantor herein, in fee simple.

TO HAVE AND TO HOLD, the said lot of ground and premises, unto and to the use of the said party of the second part, his heirs and assigns, in fee simple forever.

AND the said Grantor hereby covenants that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that she will warrant specially the property hereby granted and conveyed and she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the within named Grantor.

WITNESS:

Haddie G. Brooks

(SEAL)

W. T. Edwards

STATE OF FLORIDA, DADE COUNTY. TO WIT:

I HEREBY CERTIFY, that on this 11th day of Sept. in the year one thousand nine hundred and

forty-three, before me, the subscriber, a Notary Public of the State of Florida, in and for Dade County, aforesaid, personally appeared Haddie G. Brooks, widow, Grantor herein, and she acknowledged the foregoing deed to be her act, and in my presence signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my notarial seal.

(Notarial Seal)

Arthur Hollopeter

Notary Public.

My Commission expires 4-5-46

State of Florida

Recorded Sept. 25, 1943, at 11:15 A.M., in Liber J.H.H. No. 291, folio 79

Filed October 28, 1947.

"EXHIBIT NO. 2" EXAMINER'S EXHIBIT NO. 1.

ORPHANS COURT FOR ANNE ARUNDEL COUNTY, ANNAPOLIS, MD.

October 27, 1947.

Re: Estate of Miles W. Lyons, deceased.

Mr. John Demyan,  
Attorney at law,  
Annapolis, Md.

Dear Sir:

This is to certify that the late attorney, Howard C. Wilcox, administered the estate of Miles W. Lyons.

The papers in the estate indicate that he filed the first and final account, paid all taxes and Court costs, and Releases have been filed in the estate.

Very truly yours,

(Court Seal)

R. Glenn Prout,

Register of Wills for Anne Arundel County.

THE STATE OF MARYLAND ANNE ARUNDEL COUNTY, SC:

The SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that Letters of Administration of all the goods, chattels, credits and personal Estate of Miles W. Lyons, deceased, was on the 20th day of June in the year of our Lord one thousand nine hundred and forty-four, granted and committed unto Howard C. Wilcox who was then and there appointed Administrator of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 27th day of October, in the year of our Lord nineteen hundred and forty-seven.

Test: —

R. Glenn Prout

(Court Seal)

Register of Wills for Anne Arundel County.

Filed Oct. 28, 1947

"EXHIBIT NO. 3" EXAMINER'S EXHIBIT No. 2.

THIS CONTRACT OF SALE, Made this 26 day of September, 1947; by and between Elsie Lyon, widow, in her own behalf, and also in behalf of Elsie Lyon Taylor, age 19 years, Claude Lyon, age 20 years; and William Lyon, age 18 years, Miles Wilton Lyon, age 22 years and Dorothy L. Merlin, age 25 years, hereinafter called parties of the first part, "VENDORS", and Morris A. Cole and Irene E. Cole, his wife, parties of the second part, "VENDEES".

witnesseth; That the said VENDORS do hereby bargain and sell unto the VENDEES, and the latter do hereby purchase from the former, the following described real property situate, lying and being at Marley Manor, Third Election District of Anne Arundel County, State of Maryland; and described as follows:



"BEING known and designated as Lot No. 59 on "Plat of Lots 42-67, inclusive, Section 1, Marley Manor", which Plat is recorded among the Land Records of Anne Arundel County, the improvements whereon are known as No. 10 Manor Road".

BEING ALSO the same property described in deed recorded among the aforesaid Land Records in Liber J.H.H. 291, folio 79.

AT AND FOR THE SUM OF \$6,900.00, of which the sum of Fifty (\$50.00) Dollars has been paid prior to the execution of this agreement, and the balance thereof of \$6,850.00 shall be paid in cash when this sale is ratified and approved by the Circuit Court for Anne Arundel County, Maryland. This contract of sale is made subject to the approval and ratification of the Circuit Court for Anne Arundel County.

AND upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the Vendee's expense, by the Vendors, or Trustee appointed by the Circuit Court for Anne Arundel County, which shall convey the property by a good and marketable title to the Vendee, free and clear of all liens and incumbrances, otherwise the above referred to deposit shall be refunded and this Contract of Sale shall become null and void.

TAXES, assessments, shall be adjusted to date of transfer. Federal and State stamps shall be borne equally.

WITNESS ; the hands and seals of the parties hereto.

WITNESS:

John Demyan, Jr.

John Demyan, Jr.

WITNESS: to all VENDORS: SIGNATURES:

Elsie Lyon Carl H. Taylor (SEAL) ✓

Elsie Lyon Miles W. Lyons

Elsie Lyon Russell V. Merlin \_

WITNESS:

John Demyan, Jr.

John Demyan, Jr.

VENDORS:

Mrs. Elsie Lyon (Widow) (SEAL)

Mrs. Elsie Lyon (SEAL)

for her infant children, Elsie

Lyon Taylor, Claude Lyon and William Lyon

Elsie M. Taylor (SEAL) ✓

(SEAL)

Donothy L. Merlin (SEAL)

VENDEES:

Morris A. Cole (SEAL)

Irene E. Cole (SEAL)

Filed Oct. 28, 1947.

PETITION FOR GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Elsie Lyons or Lyon, one of the Complainants in the above entitled cause, respectfully shows:

1. That she is the mother and guardian of the three infant defendants in this cause, and that they being infants cannot answer nor defend this suit even though they have been duly returned summoned.

WHEREFORE, your petitioner prays:

(a) That an ORDER may be passed by this Honorable Court appointing a "Guardian Ad Litem" to appear and answer for said infant defendants.

And as in duty bound, etc.

John Demyan, Jr., Solicitor for Petitioner.

Elsie Lyon, Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of November, 1947, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Elsie Lyons, Widow, also known as

Elsie Lyon, and she made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

John Demyan, Jr., Notary Public.

Filed Nov. 18, 1947.

ORDER OF COURT.

UPON the foregoing Petition and Affidavit, it is this 19 day of November, 1947, by the Circuit Court for Anne Arundel County in Equity, ORDERED that Henry Zeller be and he is hereby appointed guardian ad litem for the infant defendants in this cause.

William J. McWilliams, Judge.

Filed 19 November, 1947

ANSWER OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answers of William Lyons and Claude Lyons, also known as Lyon, and Elsie M. Taylor, infants, by J. Henry Zeller, their guardian ad litem, duly appointed by order of this Honorable Court to answer the Bill of Complaint of Elsie Lyons or Lyon, et al, Complainants, against them in this Honorable Court exhibited against them, respectfully show:

(1) That the Defendants being infants cannot admit nor deny any of the matters or facts set forth in the Bill of Complaint and therefore they submit their rights thereunder to the protection of this Honorable Court.

AND as in duty bound, etc.

J. Henry Zeller. Guardian Ad Litem.

Filed December 8, 1947.

ANSWER OF CARL G. TAYLOR

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Carl G. Taylor, respectfully shows:

1. That he admits the allegations contained in Paragraphs One to Seven inclusive of the Bill of Complaint.

2. Answering further he states that the immediate sale of the property and distribution of the funds in accordance with the Orders of this Honorable Court will be for the best interests of the parties in these proceedings.

AND as in duty bound, etc.

Carl G. Taylor, Defendant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 9 day of February, 1948, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Carl G. Taylor, defendant in the above case, and made oath in due form of law that the statements set forth in his answer are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Clemence C. Burwell. Notary Public.

Filed Feby. 9, 1948.

PETITION FOR APPOINTMENT OF SPECIAL COURT STENOGRAPHER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr., Solicitor for the Plaintiffs, in the above cause respectfully

represents.

1. That your Petitioner desires to take testimony in the above entitled cause before one of the standing examiners of the Court, but in view of the illness of the Court Stenographer, it is necessary to utilize the services of another stenographer.

Wherefore your petitioner prays this Court to pass an order authorizing him to obtain the services of a special stenographer for the purpose of taking testimony in this cause.

AND as in duty bound, etc.

John Demyan, Jr., Solicitor for Plaintiffs.

ORDER OF COURT

Upon the foregoing Petition, it is hereby ordered this 10 day of February, 1948, by the Circuit Court for Anne Arundel County that the parties to the foregoing cause, be, and they are hereby authorized to obtain the services of Laura Jickling to take testimony in this cause.

William J. McWilliams, Judge.

Filed February 10, 1948

TESTIMONY ON BEHALF OF PLAINTIFFS FEBRUARY 10, 1948.

Present:

John Demyan, Jr., Solicitor for Plaintiffs

J. Henry Zeller, Guardian ad Litem.

John S. Strahorn, Esq., Examiner.

Laura R. Jickling, Special Stenographer.

WITNESSES:

Elsie Lyons (also known as Lyon)

Pages 1 to 3

Elsie M. Taylor (one of the infant defendants,  
present, to hear the testimony)

Louis J. de Alba

Pages 4 and 5

Elsie Lyon, a Witness of lawful age produced on behalf of the Plaintiffs, having been duly sworn, testified as follows:

BY MR. DEMYAN:

Q. 1 Give your full name and place of residence.

A. Mrs. Elsie Lyon, it used to be Lyons.

Q. 2 Explain that, if you please.

A. Well, it was Lyons, and it was changed, it is now Lyon.

Q. 3 Where do you live.

A. Right near Severn, Maryland.

Q. 4 You and your adult children have filed a bill of complaint against your infant children, William, Claude and Elsie, and her husband. Is that correct?

A. That's right.

Q. 5 Tell the Court who the defendants are. Who is William Lyons?

A. That is my younger son. He will be eighteen in April. And Claude Lyon will be twenty-one next June, and Elsie M. Taylor, who is right here, will be twenty next July.

Q. 6 Do you and your children own any property in Anne Arundel County?

A. Yes.

Q. 7 Where is it.

A. 10 Manor Road, Glen Burnie, Maryland.

Q. 8 From whom did you procure this property?

A. Upon the death of my husband.

Q. 9 Who was your husband?

A. Miles W. Lyon.

Q. 10 In whose name was the property?

A. Miles W. Lyon's name.

Q. 11 When did he die.

A. June 12, 1944.

Q. 12 I hand you a paper filed in this case and marked "Exhibit 2". What is that paper?

A. It's a letter showing that I paid the tax in the Orphans Court and administered on his estate.

Q. 13 And that releases have been filed in the estate?

A. That's right.

(Offered in evidence and filed as Examiner's Exhibit No. 1)

Q. 14 Mrs. Lyon, I hand you a paper which has been filed in this case and marked "Exhibit 3". What is that paper?

A. A contract of sale between Morris A. Cole and Mrs. Elsie Lyon.

(Offered in evidence and filed as Examiner's Exhibit No. 2)

Q. 15 You signed it for yourself and your children?

A. That's right.

Q. 16 How much did you sell the property for?

A. \$6,900.00

Q. 17 Do you think that is a good and fair price for the property?

A. I think it is more than a good price for the property.

Q. 18 Why do you say that?

A. Because there was a house down the corner from us that sold about three months ago for \$6,000.00, which was in better condition than ours.

Q. 19 Do you think this property can be divided in kind between you and your children?

A. No, I don't think so, we couldn't divide one lot and one house among five children.

Q. 20 Do you think it would be to the best interest and advantage of the infants to sell this house and divide the proceeds,- in other words, give them their share of the proceeds?

A. Yes I do.

Q. 21 And that this contract of sale by ratified?

A. Yes, I do.

Q. 22 I hand you a paper which has been filed in this case as "Exhibit No. 1". Will you please read it and tell the Court whether or not the property described therein is the same property mentioned in the contract of sale heretofore filed herein as Examiner's Exhibit No. 2, and which is the subject of these proceedings?

A. Yes, it is the same property. It was conveyed to my husband, Miles W. Lyon (Lyons) by Hattie G. Brooks, Widow, in September, 1943.

(Offered in evidence and filed herewith as Examiner's Exhibit No. 3)

In answer to the General Question, Witness answered:

"No, I don't believe there is."

Mrs. Elsie Lyon.

Louis J. de Alba, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. DEMYAN:

Q. 1. What is your occupation?

A. Real Estate and appraisals.

Q. 2 And currently you are appraiser for the Veterans Administration, is that correct?

A. Yes, approved appraiser for the Veterans Administration, the Baltimore Airport, and Chief Appraiser for the United Federal Savings and Loan Association.

Q. 3. How long have you been engaged in the business?

A. At least twenty-five years.

Q. 4 You are familiar wit the cost of building in general?

A. I try to keep up with it.

Q. 5 Have you seen the Lyons property known as Lot No. 50, Marley Manor?

A. Yes.

Q. 6 Have you inspected it?

A. I have.

Q. 7. What valuation do you place on this property?

A. I would place a valuation on it of \$6,950.00.

Q. 8 Will you describe the improvements.

A. It is a five room bungalow without a cellar.

Q. 9 Would you consider a sale at \$6,900.00 for the entire property a fair price?

A. I would.

Q. 10 That's what you consider the fair market value for the property, is that correct?

A. Yes, that's right.

Q. 11 Do you think the property can be divided among the parties in interest without material loss and injury?

A. It would be impossible to divide the property. It is just one lot with a five room bungalow.

Q. 12 Do you think it would be to the best interests and advantage of the infant to have the contract of sale filed herein as Examiner's Exhibit No. 2 ratified, and the proceeds of sale distributed among the parties in interest,

A. I would say so.

In answer to the General Question, Witness answered:

"I think that covers the matter. I have made other appraisals in the neighborhood, and this is based on those appraisals.

Louis J. De Alba

There being no other witnesses to be examined on behalf of the plaintiffs at this time, and no further testimony desired on their behalf, this testimony is now closed and, at the request of plaintiffs' Solicitor, is returned to the Court.

Witness my hand and seal this 19 day of February, 1948.

Jno. S. Strahorn, (SEAL)

Examiner.

Filed Feb. 19, 1948.

D E C R E E

This cause standing ready for hearing and being submitted and it appearing to the Court that

the infants, William Lyons, also known as Lyon; Claude Lyons, also known as Lyon, and Elsie M. Taylor, named as Defendants, are each entitled to a two fifteenths interest each in all that property known as #10, Manor Rd, in the Third Election District of Anne Arundel County, as Saunders Range, Glen Burnie, Maryland; and better known and designated as Lot #59 on the Plat of Lots 42-67, inclusive, Section 1, Marley Manor, which Plat is recorded among the Land Records of Anne Arundel County; and it further appearing to the Court that the said Elsie Lyons, widow, also known as Lyon, entered into a contract in her own behalf as Elsie Lyon, Widow, also known as Lyon; as mother and next friend of William Lyons, also known as Lyon; Claude Lyons, also known as Lyon; and Elsie M. Taylor, her infant children, together with Dorothy L. Marlin and Miles Wilton Lyons, her adult children, to sell the real estate known and described as #10 Manor Rd. in the Third Election District of Anne Arundel County, at Saunders Range, Glen Burnie, Maryland; and better known and designated as Lot #59 on the Plat of Lots 42-67, inclusive Section 1, Marley Manor, which Plat is re- recorded among the Land Records of Anne Arundel County; to Morris A. Cole and Irene E. Cole, his wife, at and for the sum of SIX THOUSAND NINE HUNDRED DOLLARS (\$6,900.00) and it appearing to the Court that the said sale is for the best interest and advantage of William Lyons, also known as Lyon, Claude Lyons, also known as Lyon; and Elsie M. Taylor, and that the said contract filed in these proceedings be ratified.

It is thereupon this 13th day of March, 1948, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the real estate mentioned and described in these proceedings be sold.

AND it is further ADJUDGED, ORDERED AND DECREED by the authority aforesaid that the contract of sale dated the 26th day of September, 1947, between Elsie Lyons, widow, et al; to Morris A. Cole and Irene E. Cole, his wife, be and the same is hereby ratified and confirmed.

AND it is further ADJUDGED, ORDERED AND DECREED by the authority aforesaid that John Demyan, Jr., be and he is hereby appointed trustee to collect the balance of SIX THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS (\$6,850.00) due on account of said contract of sale and upon payment of the same to him in cash, and not before, he shall then execute to the purchasers Morris A. Cole and Irene E. Cole, his wife, as tenants by the entireties, their heirs and assigns in fee simple, the deed conveying unto them all of the rights, title, interest and estates of the parties to this suit both at law and in equity, in and to all those lots of ground being and situate at Marley Manor, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 59 on "Plat of Lots 42-67, inclusive, Section 1, Marley Manor", which plat is recorded among the Land Records of Anne Arundel County, the improvements whereon are known as No. 10 Manor Road."

BEING ALSO the same property described in deed recorded among the aforesaid Land Records in Liber J.H.H. 291, folio 79.

BUT before the said John Demyan, Jr., trustee, shall proceed to act, he shall first file with the Court or the Clerk thereof, a bond, to the State of Md., to be approved by said Clerk, with corporate Surety or Sureties, in the penal sum of SEVEN THOUSAND DOLLARS (\$7,000.00), conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decrees or orders in the premises and upon receipt of the entire proceeds of sale, being the proceeds arising from the sale, he shall bring the same into Court to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustee as this Court may deem proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Marvin I. Anderson, Judge.  
Filed March 13, 1948.

B O N D

## EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That we, John Demyan, Jr., Trustee, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand (\$7000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 30th day of March, Nineteen Hundred and 48.

WHEREAS, by virtue of a decree of the Circuit Court for Anne Arundel County in a cause entitled Elsie Lyons, et al vs. William Lyons, et al., No. 9331 Equity, bearing date on or about the 13th day of March, Nineteen Hundred and 48, the said John Demyan, Jr., is authorized and empowered to make sale of the property described in said proceedings, and the said John Demyan, Jr., Trustee, is about to execute said power and make sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden John Demyan, Jr., Trustee do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test:

Katharine H. McCutchan,

(Corporate Seal)

JOHN DEMYAN, JR.,

(SEAL)

EAGLE INDEMNITY COMPANY

By Benjamin Michaelson,

Attorney - in-Fact.

Filed and Approved this 2nd day of April 1948.

John H. Hopkins, 3rd, Clerk.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The report of John Demyan, Jr., Trustee, appointed by the Decree in this cause bearing date of the 13th day of March, 1948, to make sale of certain real estate in the proceedings in said cause mentioned, humbly shows, that after giving Bond with security for the faithful discharge of his trust, as prescribed by said Decree, which Bond was duly approved, completed settlement with the purchasers, Morris A. Cole and Irene E. Cole, his wife, in compliance with the Decree, and has in hand a balance of Six Thousand Eight Hundred Ninety-One Dollars and Forty Cents, (\$6,891.40), and has executed a Trustee's Deed to the purchasers.

WHEREFOR the Trustee prays the Court to refer this cause to the Auditor to state an account.

John Demyan, Jr., Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 19th day of April, 1948, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Trustee, and he made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal.)

Amelia H. Tubman, Notary Public

Filed April 20, 1948.

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity, this 21st day of April, 1948; that this cause be and is hereby referred to the Auditor to state an account.

Marvin I. Anderson, Judge.

Filed 4/21/48

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, April 22, 1948.

All of which is respectfully submitted.

Laura R. Jickling. Auditor.

Dr. Elsie Lyons, Widow, etc. et al. vs William Lyons, etc. et al.

in ac.

To Trustee for Commissions, viz:

237.00

To Trustee for Court costs, viz:

Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	20.50	
Jos. M. Alton-Sheriff's costs	1.50	
Auditor- stating this account	<u>13.50</u>	45.50

To Trustee for Expenses, viz:

Capital-Gazette Press-Order Nisi (acct.)	5.00	
Eagle Indemnity Co.-bond premium	28.00	
Louis J. DeAlba - appraiser's fee	15.00	
John S. Strahorn- examiner	8.00	
Laura R. Jickling-stenographer	5.00	
J. Henry Zeller-guardian ad litem	4.00	
One-half Federal revenue stamps	3.85	
One-half State revenue stamps	3.85	
Susan Tillson- notary fee	1.00	
Amelia H. Tubman- notary fee	<u>.50</u>	74.20

To Trustee for Taxes, viz:

1948 State and County Taxes (\$60.14-adj. to 4/12/48)	17.14
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To Trustee for Benefit Charges, viz:

A. A. County Sanitary Commission-1948 water and sewer (\$16.20-adj.)	4.60	
A.A. County Sanitary Commission-water service to 4/12/48	<u>3.50</u>	8.10

To Trustee for Liens, viz:

Connecticut General Life Insurance Co.-Assignee of Mortgage-in full for mortgage debt and interest	2,498.27	
Recording release	<u>1.00</u>	2,499.27

BALANCE FOR DISTRIBUTION° \$4,018.79

Distributed to heirs at law of Miles W. Lyons, as follows:

Elsie Lyons, Widow- one-third	1,339.60
Dorothy L. Merlin, daughter-2/15	535.83
Miles W. Lyons-son-2/15	535.84



William Lyons, son-2/15	535.84	
Claude Lyons, son-2/15	535.84	
Elsie M. Taylor, daughter, -2/15	<u>535.84</u>	<u>4,018.79</u>
		<u>6,900.00</u>

with John Demyan, Jr. Trustee  
1947

Cr.

Sept. 26. Proceeds of Sale (Contract dated Sept 26, 1947)	<u>6,900.00</u>
	<u>6,900.00</u>

Filed April 22, 1948.

ORDER NISI

ORDERED, This 22<sup>nd</sup> day of April, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24<sup>th</sup> day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24<sup>th</sup> day of May next.

John H. Hopkins, 3rd, Clerk.

Filed April 22, 1948.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. June 10, 1948.

We hereby certify that the annexed Order of Nisi -Elsie Lyons was published in MARYLAND GAZETTE A newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of May, 1948. The first insertion being made the 6th day of May, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed June 10, 1948.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 11th day of June, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Marvin I. Anderson,

Judge.

Filed 11 June, 1948.

WILLIAM C. ROGERS,  
Attorney named in Mortgage

vs

WILLIAM C. HAYES and  
Helen M. Hayes, his wife.

: No. 9373 EQUITY  
:  
: IN THE CIRCUIT COURT  
:  
: FOR  
: ANNE ARUNDEL COUNTY.

: : : : : : :

THIS MORTGAGE, Made this 21st day of October, in the year one thousand, nine hundred and forty-seven, between WILLIAM C. HAYES and HELEN M. HAYES, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

a body corporate, duly incorporated, Mortgagee,

WHEREAS, the said Mortgagors, being members of said body corporate, have received therefrom an advance of FORTY-FOUR HUNDRED (\$4400.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent (6%) per annum in the manner following;

By the payment on or before the first day of each month from date hereof;

(A) of the sum of FORTY FOUR (\$44.00) Dollars. being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

(B) of the sum of FIVE (\$5.00) Dollars being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those two lots of ground situate and lying in the third Election District of Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots No. 56 and 57 of Section J in Plat No. 3 of Long Point on the Magothy, Incorporated, which Plat is recorded among the Land Records of Anne Arundel County in Cabinet No. 1, Rod-G, Plat 7.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by LONG POINT ON THE MAGOTHY, INCORPORATED, et al, to WILLIAM C. HAYES and HELEN M. HAYES, his wife, the within Mortgagors.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in any wise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD THE SAID LOT OF GROUND AND PREMISES UNTO THE SAID Mortgagors, its

successors and assigns forever in fee simple. Subject to restrictions and conditions as contained in Deed from LONG POINT CORPORATION to ROBERT C. MUNSON, dated May 31, 1923, recorded in Liber W.N.W. No. 61, folio 138.

PROVIDED, however, if the said Mortgagors their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent, (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property; or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee

its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for William C. Rogers, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt and interest, and all expenses incident to said sale, and to grant assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of \$100.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceeding under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decree of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors, for their heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed

therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

WILLIAM C. HAYES (SEAL)

Margaret A. Martyn

HELEN M. HAYES, (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 21st day of October, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared WILLIAM C. HAYES and HELEN M. HAYES, his wife, the Mortgagors, named in the foregoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the foregoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared THOMAS J. STODDARD, Executive Vice-President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Margaret A. Martyn, Notary Public

My commission expires May 2, 1949

Recorded 27th Oct. 1947, at 11:45 A.M. "O.P." J.H.H. #424, Fol. 371.

Filed January 16, 1948.

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket suit in the above entitled case and file Exhibit "A".

William C. Rogers (SEAL)  
Attorney named in Mortgage  
Winson G. Gott, Jr.,  
Attorney for Plaintiff

Filed January 16, 1948

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 15th day of January, 1948, before me, the subscriber, a Notary Public of the State of Maryland, City of Baltimore, aforesaid, personally appeared William C. Rogers Attorney named in Mortgage and made oath in due form of law that the defendants, William C. Hayes and Helen M. Hayes, his wife, against whom have been instituted mortgage foreclosure proceedings, are not in the military service of the United States, or of any nation with which the United States is allied.

As witness my hand and Notarial Seal.

(Notarial Seal)

Herbert C. Moore, Notary Public

Filed January 16, 1948.

STATEMENT OF MORTGAGE DEBT.

William C. Hayes and Helen M. Hayes, his wife,

February 11, 1948

Lots 56 and 57 Long Point on the Magothy

Original amount of loan

\$4400.00

Interest

95.15

Payments

\$4495.15  
49.33

Balance due

\$4445.82

William C. Rogers, Attorney  
named in mortgage

FRATERNITY FEDERAL SAVINGS AND LOAN  
ASSOCIATION

BY RALPH M. MILBOURNE, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, To-wit:

I hereby certify that on this 13th day of February, 1948, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Ralph M. Milbourne, Secretary of Fraternity Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal:

Herbert C. Moore, Notary Public.

Filed February 14", 1948.

B O N D

NEW AMSTERDAM CASUALTY COMPANY, NEW YORK.

KNOW ALL MEN BY THESE PRESENTS: That we, William C. Rogers of 1521 Munsey Building, Baltimore Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND AND 00/100 (\$5,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated the 12th day of February in the year nineteen hundred and forty-eight.

WHEREAS, the above bounden William C. Rogers by virtue of the power contained in a Mortgage from William C. Hayes and Helen M. Hayes, his wife, to Fraternity Federal Savings and Loan Association, a body corporate, bearing date the 21st day of October nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 424, Folio 371, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered

William C. Rogers (SEAL)

in the presence of

NEW AMSTERDAM CASUALTY COMPANY

Attest: Herbert C. Moore,

By J. F. Eierman,

M. R. Gosweiler

Vice-President

Assistant Secretary. (Corporate Seal)

Approved this 14th day of February 1948,

John H. Hopkins, 3rd, Clerk.

Filed Febr'y. 14" 1948.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney named in Mortgage, to make sale of the fee simple property known as Lots Nos. 56 and 57 of Section "J" on Plat No. 3 of "Long Point on the Magothy", Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Attorney did pursuant to said notice on Tuesday, February 17, 1948, at 11:30 o'clock, A.M., attend at the court house door at Annapolis, Maryland, and then and there sold the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this report, unto G. Edward Muse, at and for the sum of \$3150.00 which said price was the highest amount bid for the property.

William C. Rogers,

Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 18th day of February, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage and made oath that the facts stated in the fore-going report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

(Notarial Seal)

Herbert C. Moore, Notary Public.

Filed Febr'y 19, 1948.

Winson G. Gott, Jr., Atty. Annapolis, Maryland.

MORTGAGEE'S SALE OF VALUABLE FEE SIMPLE REAL ESTATE.

Situate at Long Point on the Magothy on Magothy road, second house off Grandview road.

Under and by virtue of a power of sale contained in a mortgage from William C. Hayes and Helen M. Hayes, his wife, to the Fraternity Federal Savings and Loan Association, dated October 21 1947, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 424, folio 371, the undersigned, as Attorney named in said mortgage will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on TUESDAY, FEBRUARY 17, 1948, at 11:30 o'clock A.M.,

All those two adjoining lots of ground in the 3rd Election District known as Lots Numbers Fifty-six (56) and Fifty-seven (57) of Section "J" on Plat No. 3 of "Long Point on the Magothy", which plat is recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod G, Plat 7. Said lots have a combined frontage of approximately 50 feet on Magothy Road with a depth of about 150 feet, being all and the same land described in the aforesaid mortgage; subject to restrictions as contained in a deed from Long Point Corporation to Robert C. Munson, dated May 23, 1923 and recorded in Liber W.N.W. No. 61, folio 138 and subject to agreements between Long Point on the Magothy, Inc., and Annapolis and Chesapeake Bay Power Co., dated February 11, 1930 and recorded in Liber F.S.R. No. 70 folio 271 and Long Point on the Magothy, Inc., to Consolidated Gas Electric Light and Power Co., dated February 20, 1947 and recorded in Liber J.H.H. No. 399, folio 442.

IMPROVEMENTS: This property is improved by a white shingle bungalow with front porch and

and containing 5 rooms.

TERMS OF SALE: A deposit of \$300. will be required of the purchaser on the day of the sale, balance to be paid in cash upon final ratification of the sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of 6% from the day of sale and to be secured to the satisfaction of the said attorney named in the mortgage. Taxes and all other public charges to be adjusted to day of sale.

George W. Scible Auctioneer

William C. Rogers

Attorney named in Mortgage

1-5

Filed February 19, 1948

ORDER NISI ON REPORT.

Ordered, this 19<sup>th</sup> day of February, 1948, That the sale of the property mentioned in these proceedings made and reported by William C Rogers, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22<sup>nd</sup> day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22<sup>nd</sup> day of March next.

The report states that the amount of sales to be \$3150.00

John H. Hopkins, 3rd, Clerk.

Filed February 19, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 23, 1948

We hereby certify, that the annexed Order Nisi- Equity #9373- William C. Hayes, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22<sup>nd</sup> day of March, 1948. The first insertion being made the 26<sup>th</sup> day of February, 1948.

The CAPITAL-GAZETTE PRESS, INC.,

No. MG \_

By Shirley McDonald

Filed March 23, 1948.

FINAL ORDER

ORDERED BY THE COURT, This 23<sup>rd</sup> day of March, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, Judge.

Filed March 23, 1948.

PETITION AND ORDER OF COURT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of G. Edward Muse respectfully represents:

1. That on the 17<sup>th</sup> day of February, 1948, your Petitioner became the purchaser of the mortgaged premises mentioned in the proceedings in the above cause (said premises being known as Lots Nos. 56 and 57 of Section "J" on Plat No. 3 of "Long Point on the Magothy") which were sold under the power of sale contained in a mortgage from William C. Hayes and Helen M. Hayes, his wife to the Fraternity Federal Savings and Loan Association, dated October 21, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 424, folio 371, by William C. Rogers,



Attorney named in said mortgage.

2. That said sale was duly reported to and finally ratified and confirmed by this Court and the full purchase money has been paid to the said Attorney and a deed for said property has been delivered to the purchaser.

3. That William C. Hayes and Helen M. Hayes, his wife, the defendants in the above cause continue to remain on said property and they are still in possession thereof and refuse to give up the same, although possession has been demanded of them by your Petitioner.

Your Petitioner therefore prays that an order may be passed by this Honorable Court requiring the said Defendants, William C. Hayes and Helen M. Hayes, his wife, to give and deliver up to your Petitioner full possession of the mortgaged premises mentioned in the proceedings in the said cause and sold under the power of sale to your Petitioner.

And as in duty bound, etc.

Winson G. Gott, Jr.,

G. Edward Muse, Petitioner.

Attorney for Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify, that on this 30th day of March, 1948, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared G. Edward Muse, petitioner, and made oath that the matters and facts in the foregoing petition are true to the best of his knowledge and belief.

(Notary Seal)

Herbert E. Muse, Notary Public.

ORDER OF COURT

ORDERED, this 2nd day of April, 1948, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing petition and affidavit, that the above named Defendants, William C.

Hayes and Helen M. Hayes, his wife, deliver up to the said G. Edward Muse the mortgaged premises mentioned and described in the proceedings in this cause, and sold by William C. Rogers, Attorney named in the mortgage, to the said G. Edward Muse, under the power of sale contained in the aforementioned mortgage, unless good cause to the contrary be shown by the said William C. Hayes and Helen M. Hayes, his wife, on or before the 30 day of April, 1948, providing a copy of this Order is served on the Defendants on or before the 10th day of April, 1948.

Marvin I. Anderson, Judge.

Filed April 2, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, April 13, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. William C. Rogers, Attorney named in mortgage, vs William C. Hayes and Helen M. Hayes, his wife, in ac.

To Attorney for Fee, viz:	100.00	
To Attorney for Commission	<u>125.11</u>	225.11
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor	<u>9.00</u>	37.75

## To Attorney for Expenses, viz:

Capital-Gazette Press-advertising sale	24.00	
Capital-Gazette Press- handbills & tax	10.71	
Capital-Gazette Press- Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi (Acct.)	5.00	
New Amsterdam Casualty Co. -bond premium	20.00	
George W. Scible -auctioneer's fee	16.00	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.92	
Herbert C. Moore- notary fees	<u>.75</u>	85.31

## To Attorney for Taxes, viz:

1948 State and County taxes (adj.)	5.21
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## To Fraternity Federal Savings &amp; Loan

Association, mortgagee--this balance  
on account mortgage claim

2,881.82

3,235.20

Amount of mortgage claim filed

4,445.82

Cr. Amount allowed as above

2,881.82

Balance subject to decree in personam

1,564.00

with William C. Rogers, Attorney named in Mortgage

Cr.

1948

Feb. 17 Proceeds of Sale

3,150.00

Interest on deferred payment

20.433,170.43

Refund Fire insurance premium

64.773,235.20

Filed April 19, 1948.

ORDER NISI

ORDERED, This 19<sup>th</sup> day of April, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown, on or before the 21st day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of \_ successive weeks before the 21st day of May next.

John H. Hopkins, 3rd, Clerk.

Filed April 19, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 21, 1948.

We hereby certify, that the annexed Order Nisi William C. Rogers was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of May, 1948. The first insertion being made the 22nd day of April, 1948.

THE CAPITAL GAZETTE PRESS, INC.

By Shirley McDonald.

Filed May 24, 1948.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

Ordered BY THE COURT, this 24th day of May, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received. wy

Marvin I. Anderson, Judge

Filed May 24, 1948.

JAMES LACY ALLEY

:

No. 9367 EQUITY

VS.

:

IN THE CIRCUIT COURT

FOR

JOY DEEVER ALLEY

:

ANNE ARUNDEL COUNTY

::::::::::::

DECREE OF ANNULMENT

THIS CAUSE, STANDING READY FOR HEARING AND BEING SUBMITTED BY THE complainant; the proceedings were read and considered by the Court.

IT IS THEREUPON, this 26 day of February, 1948, by the Circuit Court for Anne Arundel County in Equity and by the authority thereof adjudged, ordered and decreed that the marriage mentioned in these proceedings between JAMES LACY ALLEY and JOY DEEVER ALLEY as having been solemnized between said complainant and said respondent on the 16th day of November, 1945, is hereby annulled and declared to be utterly null and void to all intents and purposes whatsoever; and the said JAMES LACY ALLEY, complainant, is hereby declared to be, so far as the said marriage ceremony of November 16, 1945, is concerned, a single man. ex

AND it is further adjudged, ordered and decreed that the complainant pay the costs of these proceedings.

William J. McWilliams,

Judge.

Filed March 13, 1948.

IN THE MATTER OF THE SALE

:

No. 9369 EQUITY

OF THE MORTGAGED REAL ESTATE

:

IN THE CIRCUIT COURT

OF

:

FOR

JOHN R. SPINDLER and

:

ANNE ARUNDEL COUNTY

CLARA M. SPINDLER, his wife.

:

::::::::::::

Mr. Clerk:

Please docket this case, file my appearance and file original mortgage.

Marvin I. Anderson,

Attorney named in Mortgage. ex

Filed January 13, 1948

M O R T G A G E

THIS PURCHASE MONEY MORTGAGE, Made this 14th day of May, in the year nineteen hundred and forty seven, by and between John R. Spindler and Clara M. Spindler, his wife, Mortgagors of Baltimore City, in the State of Maryland, of the first part, and THE SEVERNA COMPANY, a body corporate of the State of Maryland, Mortgagee, of the second part.

WHEREAS, the said Mortgagors are justly and bona fide indebted unto the said mortgagee in the full and just sum of Thirteen hundred and seventy-five (\$1375.00) dollars being the balance of the purchase money for the hereinafter described property, for the proper payment whereof the said mortgagors have passed to the said mortgagee, their joint promissory note of even date herewith for the sum of Thirteen hundred and seventy-five (\$1375.00) dollars, payable \$25.00 monthly on the 15 day of each succeeding month until the full amount is paid, said payments to be applied first to the payment of interest at the rate of 4% per annum and the balance on account of the unpaid principal. The said mortgagors to have the right and privilege of making payments on account of said principal sum or pay all of said unpaid principal sum at any interest due date.

AND WHEREAS the execution of these presents to secure the payment of the aforesaid promissory note was a condition precedent to said indebtedness.

NOW THIS MORTGAGE WITNESSETH:, that in consideration of the premises and the sum of One Dollar, the Mortgagors, John R. Spindler and Clara M. Spindler, his wife, Mortgagee, The Severna Company, its successors and assigns in fee simple, all those lot\_ or parcel\_ of ground situate and lying in the Third Election District of Anne Arundel County, aforesaid, and described as follows: All those three lots, pieces or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and described as follows according to plats and surveys made by J. R. McCrone, Jr., Reg. Prof. Eng. and Land Surveyor, in March, 1947. (1). Beginning for Lots 16 and 17 at an iron pipe set where the west side of Summit Avenue intersects the south side of the County Road leading from Severna Park to Cypress Creek, as shown on a plat of Severna Park recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 61 folio 79, plat #1 and running from thence and with the west side of Summit Avenue, South 27 degrees 09 minutes East, 100 feet to a pipe set where the division line between Lots 15 and 16 intersects the west side of Summit Avenue; thence with said division line, South 59 degrees 27 minutes West, 153.61 feet to a pipe; thence running with the rear line of lots 16 and 17, North 27 degrees 09 minutes West, 100 feet to a pipe set on the south side of the aforementioned County Road; thence with the same, North 59 degrees 27 minutes East 153.61 feet to the place of beginning, being Lots 16 and 17 as shown on the above mentioned plat. (2) Beginning for Lot 3 at a pipe set on the east side of Summit Avenue where the division line between Lots 3 and 4 of Block W intersects the east side of Summit Avenue as shown on the Plat of Severna Park recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod B-5, Plat 43; and running from thence and with the east side of Summit Avenue, North 26 degrees 46 minutes West, 65 feet to the division line between Lots 2 and 3 on the plat attached herewith; thence with said division line between Lots 2 and 3, North 59 degrees 27 minutes East 195.32 feet; thence with the rear of Lot 3, South 30 degrees 33 minutes East, 64.84 feet to a pipe; thence with the first mentioned division line between Lots 3 and 4, South 59 degrees 27 minutes West, 199.92 feet to the place of beginning, being Lot 3 as shown on the above mentioned plat.

Being the same property which was conveyed to John R. Spindler and Clara M. Spindler, his wife by deed of even date herewith from the Severna Company, a body corporate, and intended to be recorded prior to the recording of this mortgage, among the Land Records of Anne Arundel County, subject, nevertheless, to the conditions and restrictions as set forth in the aforesaid deed to John R. Spindler and wife from The Severna Company.

TOGETHER with the buildings and improvements thereon and the rights, roads, water, privileges, appurtenances and advantages, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the Severna Company, a body corporate, its successors and assigns, forever.

PROVIDED, that if the said John R. Spindler and Clara M. Spindler, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirteen hundred and seventy five (\$1375.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the John R. Spindler and Clara M. Spindler, his wife, shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee its successors, personal representatives or assigns, or MARVIN I. ANDERSON, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply; First, to the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to the said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders of decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay and the said Mortgagee, its personal representatives or

assigns, or MARVIN I. ANDERSON, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen hundred and seventy-five (\$1375.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:	John R. Spindler	(SEAL)
Myrtle Sturm	Clara M. Spindler	(SEAL)

STATE OF MARYLAND, County of Anne Arundel; To Wit:-

I Hereby Certify, that on this 24<sup>th</sup> day of May, in the year nineteen hundred and forty seven before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John R. Spindler and Clara M. Spindler, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Oliver Register, President of the within named body corporate and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and as such President is duly authorized to make this affidavit.

(Notarial Seal)	Myrtle Sturm.	Notary Public.
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Received for Record May 26, 1947, at 3:40 P.M., in Liber J.H.H. No. 406, folio 496.

Filed January 13, 1948.

B O N D .

KNOW ALL MEN BY THESE PRESENTS, That we, Marvin I. Anderson as principal, and National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Hundred dollars, to be paid to the said State or its certain Attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 13<sup>th</sup> day of January in the year of Our Lord one thousand nine hundred and forty eight.

WHEREAS, the above bounded Marvin I. Anderson, by virtue of the power contained in a mortgage from John R. Spindler and Clara M. Spindler, his wife, to The Severna Company, dated May 14, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 406, folio 496, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified and in the conditions, and covenants therein contained.

The condition of the above obligation is such, That if the above bounden Marvin I. Anderson, do and shall well and faithfully perform the trust reposed in him under the mortgage aforesaid,

and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof the above bounden Marvin I. Anderson has hereto set his hand and seal and the corporate name of the National Surety Corporation by Marvin I. Anderson, Attorney-in-Fact.

Signed, Sealed and delivered

Marvin I. Anderson (SEAL)

in the presence of

National Surety Corporation

Myrtle Sturm

By: Marvin I. Anderson

(Corporate Seal)

Attorney-in-Fact.

Filed and approved by Clerk of the Circuit Court--

John H. Hopkins, 3rd, Clerk. January 14, 1948.

Filed January 14, 1948.

MILITARY AFFIDAVIT.

STATE OF MARYLAND, Anne Arundel County, Set:

Jane W. Register, Secretary-Treasurer of the Severna Co., Inc., being duly sworn do depose and say:

- (1) That I am a resident of Severna Park, Anne Arundel Co. in the State of Maryland.
- (2) That on behalf of the Mortgagee in the above entitled case, I made an investigation for the purpose of determining whether John R. Spindler, in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.
- (3) That said defendant is about age unknown years of age, is unknown, married, see contract signed by wife, has 1 child with them, lives with apartment house at Waverly Apts, Carey at Fayette St. Baltimore, Md, is employed by was employed by Sappington Plumber at Baltimore, Md, and has been so employed for about unknown.
- (4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within Unknown days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 23 day of January, 1948.

(Notarial Seal)

Jane W. Register, Sec'y and Treas. for  
The Severna Co., Inc., Affiant.  
Myrtle Sturm, Notary Public

Filed February 9, 1948.

STATEMENT OF MORTGAGE CLAIM.

Amount of Mortgage, dated May 14, 1947 from John R. Spindler  
and Clara Spindler, his wife, to the Severna Co.

and Clara M. Spindler, his wife, to the Severna Co.	\$1375.00
May 17, 1947-\$25.00 payment- 4.58 Int. 20.42 Prin.	<u>20.42</u>
	\$1354.58
June 18 " \$25.00 " 4.51 " 20.49	<u>20.49</u>
	\$1334.08
July 19 " "25.00 " 4.44 " 20.56	<u>20.56</u>
	\$1313.52
August 16 " 25.00 " 4.37 20.63	<u>20.63</u>
	\$1292.89
Interest from August 16, 1947 to February 10, 1948	<u>25.16</u>
	\$1318.05

Amount due.

The Severna Company

By: Jane W. Register, Secretary.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 9" day of February in the year Nineteen hundred and forty-eight, before me, the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Jane W. Register, Secretary of the Severna Company and made oath in due form of law that the above statement is just and true and that no payments were made for more than credit given.

Witness my hand and seal Notarial.

(Notarial Seal)

Myrtle Sturm,

Notary Public

Filed Febr'y 9. 1948.

REPORT OF SALE and AUCTIONEER'S CERTIFICATE and PURCHASER'S AGREEMENT

To The Honorable, the Judges of said Court:

The Report of Marvin I. Anderson, the Attorney named in the Mortgage in the above entitled case, respectfully shows:

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks, and by hand bills set up on the premises, before the day of sale, he did pursuant to said notice, attend at the Court House Door in the City of Annapolis, Maryland, on Tuesday, February 10, 1948, at 11:30 o'clock A.M., the time and place so advertised, and then and there proceeded to sale said real estate, being All those three lots of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, near Severna Park, designated as Lots 16, 17 as shown on Plat of Severna Park recorded in W.N.W. No. 61, folio 79, and Lot 3 as shown on plat of Severna Park, filed in Plat Cabinet 2, Rod B-5 plat 43. Lots 16 and 17 having an aggregate frontage on Summit Avenue of 100 feet with a depth on the County Road of 153.61 feet. Lot 3 having a width on Summit Avenue of 65 feet with a depth therefrom of 195.32 feet, more or less. Being the same property which was conveyed to John B. Spindler and Clara M. Spindler, his wife, by the Severna Company a body corporate by deed dated on the 14th day of May in the year 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 406 folio 494, to the Severna Company, a body corporate, at and for the sum of Five hundred dollars, it being at that price the highest bidder for the property.

Marvin I. Anderson,

Attorney named in the Mortgage.



STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby certify that on this 13 day of February in the year nineteen hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Marvin I. Anderson, Attorney named in the mortgage, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

(Notarial Seal)

Myrtle Sturm.

Notary Public.

Filed February 14, 1948.

ATTORNEY'S SALE

of valuable UNIMPROVED REAL ESTATE, Situate in the 3rd Election District of Anne Arundel County, Md., Near Severna Park.

By Virtue of the power of sale in a mortgage from John B. Spindler and Clara M. Spindler, his wife, dated May 14, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 406, folio 496, the undersigned as Attorney named in said mortgage to make sale in case of default, will offer at public sale, said mortgage being in default, at the Court House Door, in the City of Annapolis, Maryland, on TUESDAY, FEBRUARY 10, 1948 at 11:30 A.M., the property mentioned in said mortgage to wit:

All those three lots of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, near Severna Park, designated as Lots 16, 17 as shown on Plat of Severna Park recorded in Liber W.N.W. No. 61 folio 79, and Lot 3 as shown on plat of Severna Park, filed in Plat Cabinet 2, Rod B-5 plat 43. Lots 16 and 17 having an aggregate frontage on Summit Avenue of 100 feet with a depth on the County Road of 153.61 feet. Lot 3 having a width on Summit Avenue of 65 feet with a depth therefrom of 195.32 feet, more or less.

Being the same property which was conveyed to the said John B. Spindler and Clara M. Spindler, his wife, by the Severna Company, a body corporate by deed dated on the 14th day of May in the year 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 406 folio 494, and therein more fully described. The above three lots are unimproved.

TERMS OF SALE:- Cash on Ratification of Sale by the Court with interest at 6% per annum from the day of sale. A deposit of \$500.00 will be required of the purchaser on the day of sale.

Geo. W. Scible,

MARVIN I. ANDERSON,

Auctioneer

Attorney named in Mortgage.

Filed February 14, 1948.

PURCHASER'S AGREEMENT AUCTIONEER'S CERTIFICATE EXHIBIT M.I.A #1 with Report of Sale.

This is to certify that I have this day purchased at public auction from Marvin I. Anderson Attorney named in the mortgage, the property described herein and I agree to comply with the terms of sale. Witness my hand and seal this 10th day of February, 1948.

Witness:

The Severna Co., Inc.

By Oliver Register (SEAL) President.

This is to certify that I have this day sold at public auction the property herein described for Marvin I. Anderson, Attorney named in the mortgage, to The Severna Co. Inc., at and for the sum of Five hundred dollars, it being at that price the highest bidder therefor.

Witness my hand and seal this 10th day of February, 1948.

Witness:

Geo. W. Scible, (SEAL)

Filed February 14, 1948.

ORDER NISI

ORDERED, this 14" day of February, 1948, That the sale of the property mentioned in these proceedings made and reported by Marvin I. Anderson, Attorney-named-in-Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16" day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16" day of March next. The report states that the amount of sales to be \$500.00.

John H. Hopkins, 3rd, Clerk.

Filed February 14, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 22, 1948

We hereby certify, that the annexed Order Nisi- Equity-#9369- John R. Spindler was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of March 1948, The first insertion being made the 19th day of February, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By Shirley McDonald

Filed March 22, 1948.

FINAL ORDER.

ORDERED BY THE COURT, This 1st day of April, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark. ?\_\_

Filed April 1, 1948.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that \_he has examined the proceedings in the above entitled cause, and from them \_he has stated the within account. April 14, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John R. Spindler and wife, in ac.

To Attorney for fee	50.00	
To Attorney for commission	<u>33.00</u>	83.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75
To Attorney for Court costs, viz:		
Capital-Gazette Press-advertising sale	26.00	
Capital-Gazette Press-Order Nisi (sale)	5.00	
Capital-Gazette Press-Order Nisi (acct).	5.00	
Art Press- handbills and tax	15.30	
National Surety Corporation-bond premium	10.00	
George W. Scible-auctioneer	11.00	

One-half Federal revenue stamps	.28	
One-half State revenue stamps	.27	
Myrtle Sturm- notary fees	<u>1.50</u>	74.35
To Attorney for Taxes, viz:		
1948 State and County taxes (\$34.70-adj.)		3.89
To Severna Company-mortgagee-		
this balance on account mortgage claim		<u>301.01</u>
		<u>500.00</u>
Amount of mortgage claim filed	1,318.05	
Cr. Amount allowed as above	<u>301.01</u>	
Balance subject to decree in personam	1,017.04	
with Marvin I. Anderson, Attorney named in Mortgage		Cr.
1948		
Feb. 10 Proceeds of sale		<u>500.00</u>
		<u>500.00</u>

Filed April 15, 1948

ORDER NISI

ORDERED, This 15" day of April, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17" day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of \_successive weeks before the 17" day of May. next.

John H. Hopkins, 3rd, Clerk.

Filed 15 April, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 18, 1948

We hereby certify. that the annexed Order Nisi - JOHN R. SPINDLER was published in MARYLAND GAZETTEa newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of May, 1948. The first insertion being made the 22nd day of April, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

Filed May 18, 1948.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 20th day of May, 1948 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clerk, Judge.

Filed May 20, 1948.

CHARLOTTE LOUISE THOMPSON : No. 9385 EQUITY  
 also known as LOUISE YOUNG, :  
 Princeton, West Virginia : IN THE CIRCUIT COURT  
 vs : FOR  
 LEMUEL C. BUCKINGHAM, Muirkirk :  
 Prince George County, Maryland. : ANNE ARUNDEL COUNTY.  
 : : : : :

DECREE:

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 4th day of March, in the year 1948, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the marriage purported to have been made by and between Charlotte Louise Thompson, also known as Louise Young, and Lemuel C. Buckingham, on the 19th day of November, 1938, be and the same is hereby set aside and declared to be utterly null and void to all intents and purposes whatsoever.

And it is further ORDERED, ADJUDGED AND DECREED that the Plaintiff pay the costs of this suit.

James Clark. Judge.

Filed March 4, 1948.

JOHN B. ROWE, ASSIGNEE, : No. 9386 EQUITY  
 vs : IN THE CIRCUIT COURT  
 EVERETT E. EDELEN & : FOR  
 PEARL L. EDELEN, his wife. : ANNE ARUNDEL COUNTY.  
 : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage from the Defendants to the First Federal Savings & Loan Association of Brooklyn, dated January 2, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 377, folio 388 which mortgage has been assigned to the Plaintiff.

John B. Rowe,

Attorney for Plaintiff.

Filed February 10, 1948.

MORTGAGE

THIS MORTGAGE, made this 2nd day of January, in the year one thousand nine hundred and forty-seven, between EVERETT E. EDELEN and PEARL L. EDELEN, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor(s), and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the Mortgagors the sum of Forty-nine hundred (4900) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 4% per annum, in the manner following:

By the payment of Twenty-nine and 70/100 dollars plus 1/12 of the annual taxes, water rent, insurance premiums & other public charges & assessments on or before the first day of

each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following manner:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises:

THIRD: Towards the payment of the aforesaid principal sum:

FOURTH: This loan may be prepaid, in whole or in part.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do(th) grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot. piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe set on the South side of a County Road leading from Elvaton to the Crain Highway, said pipe being located along the South side of the County Road South 63 degrees 28 minutes East 106.9 feet from where the western outline of the whole tract as described in the conveyance from Max Herman and Anne Herman, his wife, and James Donohue and Elizabeth Donohue, his wife, to Robert E. Hook by deed dated the 16th day of February, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No 159, folio 372, thence with the South side of the County Road South 63 degrees 28 minutes East 75 feet to a pipe, thence leaving the County Road and running across part of the whole tract South 8 degrees 19 minutes West 290.28 feet, thence at right angles North 81 degrees 41 minutes West 71.23 feet, thence at right angles and parallel to the second line of this description North 8 degrees 19 minutes East 313.72 feet to the place of beginning. Containing .5 acres, more or less, being a lot with a frontage of 75 feet on the County Road.

BEING the same lot of ground described in a deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Joseph W. Land and wife to the within named Mortgagors.

IT IS AGREED, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

TOGETHER with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD THE SAID LOT(S) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Mortgagee, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments, of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 4% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898- or any supplement thereto-or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by James K. Cullen, its duly authorized Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924) Public General Laws or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First: to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than fifty dollars.

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal (s) of the said mortgagor(s).

Witness

Nancy B. Edwards.

Everett E. Edelen

Pearl L. Edelen

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of January, in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared EVERETT E. EDELEN and PEARL L. EDELEN, his wife, the mortgagor(s) named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared THOMAS W. DAVIS president of First Federal Savings & Loan Association of Brooklyn, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Nancy B. Edwards, Notary Public

My commission expires on May 5, 1947.

Received for record 29 January, 1947, at 9:30 A.M., recorded J.H.H. No. 377, folio 388.

Filed February 10, 1948.

SHORT ASSIGNMENT OF MORTGAGE.

FOR VALUE RECEIVED, the FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN hereby assigns the above and within mortgage unto John B. Rowe, for purpose of foreclosure.

AS WITNESS its corporate seal and the signature of Lawrence F. Tieman, its Vice-President this 9th day of February, 1948.

Test:

James K. Cullen (CORPORATE SEAL)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION  
OF BROOKLYN

By Lawrence F. Tieman, Vice President.

Filed February 10, 1948.

MILITARY AFFIDAVIT

Docket 13 Fol. 136

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared James K. Cullen, Attorney named in the mortgage filed in the above entitled cause, and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

- (1) said defendants are not in the military service of the United States.
- (2) said defendants are not in the military service of any nation allied with the United States.
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.
- (4) said defendants are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

James K. Cullen, Affiant.

Subscribed and sworn to before me this 3rd day of March, 1948.

(Notary Seal)

Nancy E. Hilton, Notary Public

Filed March 4, 1948.

STATEMENT OF MORTGAGE DEBT.

Amount of principal mortgage debt from Everett E. Edelen and  
 wife to the First Federal Savings & Loan Association of  
 Brooklyn, dated January 2, 1947.

\$4900.00

Interest to March 8, 1948

227.46

TOTAL

\$5127.46

Less amount paid on account of principal \$276.20

Balance to credit of Mortgagor's expense account 38.03

314.23

BALANCE DUE MORTGAGEE to March 8, 1948

\$4813.23

State and County taxes paid to December 31, 1948.

STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, That on this 3rd day of March, in the year nineteen hundred and forty-eight, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared JOHN B. ROWE, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Notarial Seal)

Nancy E. Hilton, Notary Public

FILED March 4, 1948.

B O N D

NEW AMSTERDAM CASUALTY COMPANY.

KNOW ALL MEN BY THESE PRESENTS: That we, John B. Rowe, No. 2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and 00/100 (\$5,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 2nd day of March in the year nineteen hundred and forty-eight.

WHEREAS, the above bounden John B. Rowe, by virtue of the power contained in a Mortgage from Everett E. Edelen and Pearl L. Edelen, his wife, to the First Federal Savings and Loan Association of Brooklyn, bearing date the 2nd day of January nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 377, Folio 388, and assigned to him, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden John B. Rowe do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

JOHN B. ROWE, (SEAL)

Attest:

Mary Ruth Mullineaux

NEW AMSTERDAM CASUALTY COMPANY

M. R. Gosweiler

By J. D. Mahon,

Assistant Secretary (Corporate Seal)

Vice-President.

Filed & Approved this 6th day of March, 1948,

John H. Hopkins, 3rd, Clerk.



REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Capital Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said John B. Rowe, Assignee, did, pursuant to said notice, on Monday, March 8, 1948, at 2 o'clock p.m., attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto First Federal Savings & Loan Association of Brooklyn, at and for the sum of Thirty-nine hundred (3900) Dollars, the said purchaser at the price mentioned, being the highest bidder therefor.

Respectfully submitted,

John B. Rowe,

Assignee of said Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 9th day of March, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Nancy E. Hilton, Notary Public

Filed March 10 1948.

ORDER NISI

Ordered this 10th day of March, 1948, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee, BE RATIFIED AND CONFIRMED, UNLESS cause to the contrary thereof be shown on or before the 12th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next.

The report states that the amount of sales to be \$3,900.00

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 4, 1948.

We hereby certify that the annexed Order Nisi- Equity #9386 -Everett E. Edelen- was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of April, 1948. The first insertion being made the 18th day of March, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald.

Filed May 4, 1948.

FINAL ORDER

ORDERED BY THE COURT, This 4th day of May, 1948, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having

been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause, and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, Judge.

Filed May 4, 1948.

AUDITOR'S REPORT AND ACCOUNT.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. May 27, 1948.

All of which is respectfully submitted.

Laura R. Jickling. Auditor.

Dr. John B. Rowe, Assignee, vs Everett E. Edelen and Pearl L. Edelen, his wife, in ac.

To Assignee for Commissions	147.00	
To Assignee for Fee	<u>50.00</u>	197.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	<u>9.50</u>	38.25
To Assignee for Expenses, viz:		
Capital-Gazette Press-advertising sale	30.00	
Capital-Gazette Press-Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi (acct.)	5.00	
New Amsterdam Casualty Co.-bond premium	20.00	
T.C.W.Hobbs Co.,Inc.-auctioneer's fee	25.00	
Baltimore Sun-advertising sale	9.00	
Clerk of Court-recording assignment	.75	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.20	
Nancy E. Hilton-notary fees	<u>.60</u>	99.75
To First Federal Savings & Loan Ass'n of Brooklyn,		
Mortgagee-this balance on account of mortgage claim		<u>3,580.91</u>
		<u>3,915.91</u>
Amount of mortgage claim filed	4,813.23	
Cr. Amount allowed as above	<u>3,580.91</u>	
Balance subject to decree in personam	1,232.32	
with John B. Rowe, Assignee,		Cr.
1948		
Mar. 8 Proceeds of Sale		3,900.00
1948 State and County taxes (\$19.59-adjusted)		<u>15.91</u>
		<u>3,915.91</u>

Filed May 28, 1948.

ORDER NISI

ORDERED, This 28th day of May, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th day of June next; Provided a copy of this Order be inserted in some newspaper

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

We hereby certify that the annexed Order Nisi-Auditor's Account-No. 9386 Equity Everett E. Edelen and Pearl L. Edelen his wife, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of June, 1948. The first insertion being made the 3rd day of June, 1948.

By Ellen J. Cole

## FINAL ORDER

ORDERED BY THE COURT, this 8th day of July, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed July 8, 1948.

Mr. Clerk:

Eugene P. Childs,

Attorney for the Assignee.

Filed February 16, 1948.

M O R T G A G E

THIS MORTGAGE, Made this 11th day of December, in the year nineteen hundred and forty-seven, by and between JOHN BRADY HUPP and ELLA BRYAN HUPP, his wife, and JOHN R. RIVOIRE and JOSEPHINE BRADY RIVOIRE, his wife. Mortgagors, of Indian Head, in the State of Maryland, of the first part, and IKE WEINER, Mortgagee, of the second part.

WITNESSETH, WHEREAS the said John Brady Hupp and Ella Bryan Hupp, his wife, and John R. Rivoire and Josephine Brady Rivoire, his wife, the said Mortgagors, are indebted unto the said Ike Weiner, the said Mortgagee, in the full and just sum of TWENTY THREE THOUSAND DOLLARS (\$23,000.90) being

the balance of the purchase price for the property hereinafter described; and as evidencing said sum, the said Mortgagors have passed unto the said Mortgagee, their joint and several promissory note for said sum of even date herewith, and payable at the rate of Six hundred dollars (\$600.00) on June 15, July 15, August 15, and September 15 in each year Hereafter through 1956 and thereafter in installments of three hundred and fifty dollars (\$360.00) each on June 15, July 15, August 15 and September 15, 1957. With interest at the rate of five percent (5%) per annum, payable semi-annually, on the unpaid balance hereof on the 15th day of June & on the 15th day of December, 1948, and semi-annually thereafter on said dates.

WHEREAS it was a condition precedent to the granting of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum together with the interest thereon to accrue at the time limited for the payment of the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, his heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Seventh District of Anne Arundel County, aforesaid, and described as follows:

ALL of that property which was granted and conveyed unto the said John Brady Hupp and John R. Rivoire by Deed from Ike Weiner and wife of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, and in said Deed more particularly described by metes and bounds, courses and distances as containing 0.755 acres of land, more or less, and being known as Lot No. 113 on the Plat of Idlewild-on-the-Bay.

ALSO the following described personal property: now located in the building on the above described property.

48 Chairs, Brentwood, 13 tables, 6 green metal chairs, 11 rustic outside chairs, front and back bar with sink, 3 coco cola boxes, 1 bar stool,, 7 tables, 1 settee and chair to match, 21 chairs, 1 linoleum rug, 1 coffee table, 1 smoke stand, 1 desk, 1 chair, 1 safe, 1 high chair, 9 bar harbor chairs, 12 tables bake lite tops, 1 G.E. electric plate, 2 15 cup coffee makers, 42 dining room chairs, 1 deep freeze, 1 serving table, 5 trays, 16 water glasses, 4 dozen knives, 4 dozen forks, 3 dozen spoons, 1 steam table, 1 gas range, 1 electric range, 1 bake lite table, 1 G.E refrigerator, 24 foot; 1 porcelain top table, 1 bakery pan, 1 double boiler, 1 colender, 1 meat grinder, 2 wooden salad bowls, 3 dozen ice tea glasses, 9 sugar bowls, 1 meat saw, 2 grills, 1 potato masher, 2 deep frys, 2 aluminum saucepans, 1 hot water heater electric, 1 G.E. water pump 110 gal. tank, 1 chiffrrobe, 14 complete beds, 14 dressers, 14 tables, 12 chairs, 1 hall runner, 2 trash cans, 14 trash cans, 2 mirrors, 1 attic exhaust fan, 2 aisle drainers, 16 water glasses, 38 cups, 45 saucers, 6 large plates, 64 small breakfast plates, 58 oval platters, 18 soup bowls, 16 cereal creamers, 15 mustard jars, 20 juice glasses, 3 pyrex dished , 43 creamers, 1 creamer rack, 4 iron fryers. 24 dessert saucers, 9 spreads, 9 blankets, 24 sheets, 12 bath towels, 4 hand towels, 13 pillow slips, 6 sheet blankets.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns, forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns shall well and truly pay or cause to be paid the aforesaid sum of Twenty-three thousand (\$23,000.00)

Dollars and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his heirs, personal representatives or assigns, or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, his heirs, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One hundred (\$100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his heirs, personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his heirs, personal representatives or assigns, or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some

good company satisfactory to the said Mortgagee, his heirs, personal representatives and assigns the improvements on the hereby mortgaged land to the amount of at least twenty three thousand (\$23,000.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver the said policy or policies to the said Mortgagee, his heirs, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

	John Brady Hupp	(SEAL)
Test:	Ella Bryan Hupp	(SEAL)
John D. Rowe,	John R. Rivoire	(SEAL)
as to all.	Josephine Brady Rivoire	(SEAL)

STATE OF MARYLAND, CHARLES COUNTY, TO WIT:

I Hereby Certify, that on this eleventh day of December in the year nineteen hundred and forty-seven before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Brady Hupp and Ella Bryan Hupp, his wife, and John R. Rivoire and Josephine Brady Rivoire, his wife. the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Ike Weiner, the within named Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

(Notarial Seal)

John D. Rowe, Notary Public

Recorded 12th Dec. 1947 at 12:30 P.M. "O.P." in Liber JHH No. 417, folio 75.

Assignment.

I hereby transfer and assign to L. HAROLD SOTHORON for the purpose of foreclosure, the within mortgage.

Witness:

Ike Weiner (SEAL)

Eugene P. Childs.

Dated: Feb. 16, 1948.

Filed February 16, 1948.

MILITARY AFFIDAVIT.

STATE OF MARYLAND, Anne Arundel County, Sct:

I, L. Harold Sothoron, being duly sworn, do depose and say:

(1) That I am a resident of Prince George's County, in the State of Maryland,

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether John Brady Hupp and Ella Bryan Hupp, his wife, and John R. Rivoire and Josephine Brady Rivoire, his wife, the Defendants in said case (hereinafter called "said Defendant:") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendants are is about 55 and 25 years of age, are married, has one child each, at Indian Head, Charles County is employed by self at Indian Head, Charles County and has been so employed for about 3 years.

(4) That said Defendant is not in the military service of the United States as defined in

the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within 30 days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 16th day of March, 1948.

L. Harold Sothoron, Assignee, Affiant.

(Notarial Seal)

Wilhelmina P. Hopkins, Notary Public.

Filed March 16, 1948.

B O N D

KNOW ALL MEN BY THESE PRESENTS; That we, L. HAROLD SOTHORON, AS PRINCIPAL, AND THE UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly incorporated under the laws of the State of Maryland, and duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-three thousand and 00/100 (\$23,000.), Dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 16th day of February, in the year of our Lord one thousand nine hundred and forty-eight.

WHEREAS, the above bounden L. Harold Sothoron by virtue of power contained in a mortgage from John Brady Hupp and Wife and others, to Ike Weiner, bearing the date of 11th day of December, 1947, and recorded among land records of Anne Arundel County in Liber JHH 417, folio 72 and assigned by the said Ike Weiner to L. Harold Sothoron for the purpose of foreclosure, is about to sell the land, premises and chattels described in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden L. Harold Sothoron do and shall well and faithfully perform the trust reposed in him, by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of

Gladys B. Trice

(Corporate Seal)

L. HAROLD SOTHORON (SEAL)

UNITED STATES FIDELITY AND GUARANTY  
COMPANY By E. CHURCHILL MURRAY,

Attorney-in-Fact.

Bond Approved, this 16th day of March, 1948.

John H. Hopkins, 3rd, Clerk.

Filed 16 March, 1948.

STATEMENT OF MORTGAGE CLAIM.

. Amount of Mortgage from John Brady Hupp and Wife and  
John R. Rivoire and Wife to Ike Weiner, dated December  
11, 1947 and recorded among the Land Records of Anne  
Arundel County in Liber J.H.H. No. 417, folio 72

\$23,000.00

Interest due thereon from December 11, 1947 to March 16, 1948,

364.15

\$23,364.15

State of Maryland, Anne Arundel County, to wit:

I Hereby certify that on this 16th day of March in the year 1948, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ike Weiner, the Mortgagee, and made oath in due form of law that the above Statement of Mortgage Claim is true to be the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal)

Wilhelmina P. Hopkins, Notary Public

Filed March 16, 1948

EUGENE P. CHILDS  
Attorney for Assignee  
Annapolis, Maryland.

MORTGAGEE'S SALE OF

A MODERN WATERFRONT HOTEL at SHADY SIDE, MARYLAND.

Under and by virtue of the power vested in me by a deed of mortgage from John Brady Hupp, Ella Bryan Hupp, John R. Rivoire and Josephine Brady Rivoire, dated the 11th day of December, 1947, and recorded among the Land Records of Anne Arundel County, in the State of Maryland, in Liber No. J.H.H. 417, folio 72, and duly assigned to me for the purpose of foreclosure, I, the undersigned, will offer at public sale to the highest bidder, at the Court House door in Annapolis, in the said county and state on TUESDAY, MARCH 16, 1948, at 12:00 o'clock Noon

ALL of the property, both real and personal, conveyed by the said mortgage, containing about three-quarters (3/4) acre of land, more or less, at about the junction of the Chesapeake Bay and the West River in Anne Arundel County, Seventh Election District, and shown on the plat of Idlewilde-on-the-Bay as Lot No. 113, improved by a two-story modern hotel, containing thirteen bedrooms, two baths complete with showers and toilets and two additional toilets on the first floor. Kitchen fully equipped, dining room, ballroom and tap room, all furnished. The building has screened-in porches on three sides and is appropriately furnished.

An inventory of all the furniture and equipment will be available to any interested persons at the time of the sale or may be obtained in advance from the undersigned.

TERMS OF SALE: All cash or one-half cash and balance secured by a purchase money mortgage payable one-third on or before one, two or three years, respectively, after date, with interest at five per cent per annum, payable semi-annually.

A deposit of two thousand dollars (\$2,000.00) will be required at the time of the sale.

All costs of conveyancing, including Revenue stamps, both Federal and State, at the cost of the purchaser. Taxes, insurance and all other public charges to be adjusted to date of sale.

L. HAROLD SOTHORON,

Assignee for the Purpose of Foreclosure,

815 15th Street, N.W., Washington, D. C.

Annapolis, Maryland, March 16, 1948.

Telephone: NA 0570.

This is to certify that I have this 16th day of March in the year 1948, sold the property described in said handbill as being situate at Idlewilde-on-the-Bay in the Seventh District of Anne Arundel County to Robert T. Highfield, Agent for Ike Weiner, at and for the sum of Fifteen thousand Dollars (\$15,000.), he being then and there the highest bidder for said property.

Witness:

Robert H. Campbell, Auctioneer.

Wilhelmina P. Hopkins,



Annapolis, Maryland, March 16, 1948.

I hereby certify that I, Robert T. Highfield, Agent for Ike Weiner have this day 16th day of March in the year 1948, purchased from L. Harold Sothoron, Assignee, the property situated in the Seventh District of Anne Arundel County and described more particularly by said handbill, at and for the sum of Fifteen thousand (\$15,000.00) Dollars and does hereby agree to comply with the terms of sale.

Witness  
Wilhelmina P. Hopkins,

Robert T. Highfield, Agent for Ike Weiner,  
Purchaser.

Filed March 16, 1948.

REPORT OF SALE.

To the Honorable, the Judges of said Court:

The Report of Sale of L. Harold Sothoron, Assignee of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from John Brady Hupp and Ella Bryan Hupp, his wife, and John R. Rivoire and Josephine Brady Rivoire, his wife, dated the 11th day of December in the year 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 417, folio 72, the said L. Harold Sothoron, Assignee of the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offer the property in said mortgage described at public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, March 16, 1948 at 12:00 O'Clock, noon and then and there sold the said property to Robert T. Highfield, Agent for Ike Weiner at and for the sum of Fifteen thousand Dollars (\$15,000.00), he being at that figure the highest bidder therefore, said property being the following: All of the property both real and personal, conveyed by the above mentioned Mortgage, containing about three-quarters (3/4) acre of land, more or less, at about the junction of the Chesapeake Bay and West River in Anne Arundel County, Seventh Election District and shown on the plat of Idlewilde-on-the-Bay as Lot No. 113.

And the said Assignee further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also received the Purchaser's Agreement to comply with the terms of sale which are as follows:

TERMS OF SALE: All cash or one half cash and balance secured by a purchase money mortgage payable one-third on or before one, two or three years, respectively, after date, with interest at five per cent per annum, payable semi-annually. A deposit of two thousand dollars (\$2,000.00) will be required at the time of the sale. All costs of conveyancing, including Revenue Stamps, both Federal and State, at the cost of the purchaser. Taxes, insurance and all other public charges to be adjusted to date of sale.

Respectfully submitted,

L. Harold Sothoron,

Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of March in the year 1948, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared L. Harold Sothoron, Assignee in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal)

Wilhelmina P. Hopkins,

Notary Public

Filed March 16, 1948

ORDER NISI

Ordered, this 16th day of March, 1948, That the sale of the property mentioned in these proceedings made and reported by L. Harold Sothoron, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of April next.

The report states that the amount of sales to be \$15,000.00

John H. Hopkins, 3rd, Clerk.

Filed March 16, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 22, 1948

We hereby certify, that the annexed Order Nisi, Equity 9390- John Brady Hupp was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of April, 1948. The first insertion being made the 18th day of March, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald.

Filed June 29, 1948.

FINAL ORDER.

ORDERED BY THE COURT, This 30th day of June, 1948 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson. \_\_\_\_\_

Filed June 30, 1948.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, The Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. July 7, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John Brady Hupp and Wife and John R. Rivoire and Wife in ac.

Assignee's fee and commission Waived.

To Assignee for Court costs, viz:

Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	<u>13.50</u>	42.25

To Assignee for Expenses, viz:

Capital-Gazette Press-advertising sale	32.00	
Capital-Gazette Press- handbills & tax	13.77	
Capital-Gazette Press -Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi (Acct.)	5.00	
The Washington Post-advertising sale	54.56	
Evening Star Newspaper Co.- " "	35.64	
U.S. Fidelity & Guaranty Co.-bond premium	92.00	
Robert H. Campbell-auctioneer's fee	30.00	
Eugene P. Childs- fee for services rendered in lieu of fee and commissions due Assignee, as agreed	500.00	
One-half Federal revenue stamps	8.25	
One-half State revenue stamps	8.25	
Wilhelmina P. Hopkins- notary fees	1.50	
Clerk of Court- recording assignment	<u>.75</u>	786.72

To Assignee for Taxes, viz:

1948 State and County taxes (\$217.00-adj.)	45.18
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To Ike Weiner , Mortgagee- this balance on account

Mortgage claim	<u>14,125.85</u>
	<u>15,000.00</u>

Amount of mortgage claim filed	23,364.15
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Cr. Amount allowed as above	<u>14,125.85</u>
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Balance subject to decree in personam	9,238.30
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With L. Harold Sothoron, Assignee  
1948. Cr.

Mar. 16 Proceeds of Sale	<u>15,000.00</u>
	<u>15,000.00</u>

Filed July 9, 1948.

ORDER NISI

ORDERED, This 9th day of July, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of August next.

John H. Hopkins, 3rd, Clerk.

Filed July 9, 1948.

No. 9393 EQUITY  
IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY.

• • • • •

PETITION FOR CHANGE OF NAME AND AFFIDAVIT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of GEORGE THOMAS JANKOWSKI, also known as GEORGE THOMAS COLLISON, by BREGEL & PARKS, his solicitors, respectfully represents unto your Honor:

FIRST: That your Petitioner, GEORGE THOMAS JANKOWSKI, also known as GEORGE THOMAS COLLISON, is an adult resident of Anne Arundel County, State of Maryland, residing at Pasadena, Maryland.

SECOND: That your Petitioner was baptized GEORGE THOMAS JANKOWSKI, which is difficult to pronounce and not euphonious in the English language.

THIRD: That your Petitioner has been known to friends and associates for the past twenty-eight years as GEORGE THOMAS COLLISON, and he is desirous of changing his surname from JANKOWSKI to COLLISON to avoid confusion and to make his name more euphonious.

WHEREFORE. your Petitioner prays that his name be changed from GEORGE THOMAS JANKOWSKI to GEORGE THOMAS COLLISON.

AND AS IN DUTY BOUND, ETC.

Howard C. Bregel  
Z. Townsend Parks, Jr.,  
Solicitors for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of February, 1948, personally appeared before me, the subscriber, a Notary Public of that State and City aforesaid, GEORGE THOMAS JANKOWSKI, also known as GEORGE THOMAS COLLISON, and made oath in due form of law that the matters and facts stated in the foregoing Petition are true as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Georgia V. Walker, Notary Public

FILED FEBRUARY 18", 1948

D E C R E E

The Petition of GEORGE THOMAS JANKOWSKI Having been read and considered, it is this 18" day of February, 1948, ordered by the Circuit Court for Anne Arundel County that GEORGE THOMAS JANKOWSKI'S name be and the same is hereby changed from GEORGE THOMAS JANKOWSKI to GEORGE THOMAS COLLISON.

AND IT IS FURTHER ORDERED that the Petitioner pay the costs of these proceedings as taxed by the clerk.

William J. McWilliams, Judge.

Filed February 18, 1948.

IN THE MATTER OF THE PETITION	:	IN EQUITY NO. 9399
	:	IN THE CIRCUIT COURT
OF	:	FOR
SHIRLEY McCOMAS RAMSEY	:	ANNE ARUNDEL COUNTY
	: : : : :	

PETITION FOR CHANGE OF NAME

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Shirley McComas Ramsey respectfully represents:

1. That he resides at 6248 Bancroft Hall, United States Naval Academy, Annapolis, Maryland where he is a Midshipman Second Class of the United States Navy, and he is a native of Oakland, Maryland, and is more than twenty-one (21) years of age, and has resided at the Naval Academy for the past two years.

2. That he desires that his name (Shirley McComas Ramsey) shall be changed to Lee Mack Ramsey for the reason that the name which he wishes is more euphonious than the name which he now bears, and for that part of his given name, namely Shirley, is a name usually given to female persons and is the subject of misunderstanding and embarrassment; and further, that the second name, his middle name of McComas, is generally used and adopted and taken for a surname and is the subject of confusion at roll calls in the United States Navy, a branch of the service which he intends to follow as his career. And further that the name which he desires to adopt as a given name, namely, Lee, is a name which he has been called for a number of years by his family, friends, and personnel surrounding him in his career.

3. That your Petitioner has no outstanding creditors or real estate in his name.

Your Petitioner therefore prays that his name be changed to Lee Mack Ramsey.

Louis M. Strauss,

Shirley McComas Ramsey.

Attorney for Petitioner

PETITIONER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of February, 1948, before me, the subscriber, a Notary

Public of the State of Maryland, in and for the County aforesaid, personally appeared Shirley McComas Ramsey, the within Petitioner, and made affirmation in due form of law that the matters and facts contained in the foregoing petition are true to the best of his knowledge and belief.

WITNESS my hand and Seal Notarial.

(Notarial Seal)

Doris F. Moore,

Notary Public

D E C R E E

Upon consideration of the foregoing Petition and Affidavit, it is this 26<sup>th</sup> day of February 1948, by the Circuit Court for Anne Arundel County sitting in Equity, ADJUDGED, ORDERED, AND DECREED That the name of Shirley McComas Ramsey of Oakland, Maryland, residing at the United States Naval Academt, Annapolis, Maryland, be and it is hereby changed from Shirley McComas ~~Ramsey~~ to Lee Mack Ramsey as is prayed in said Petition, and that the said Petitioner pay the costs of these proceedings to be taxed by the Clerk.

William J. McWilliams,

Filed February 26, 1948.

Judge.

PETITION FOR AMENDED DECREE FOR CHANGE OF NAME.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Shirley McComas Ramsey, now known as Lee Mack Ramsey (By Decree of Court) respectfully petitions this Honorable Court to amend the Decree filed in these proceedings dated February 26<sup>th</sup>, 1948, wherein your Petitioner's name was changed from Shirley McComas Ramsey to Lee Mack Ramsey so as to read in a manner to have your Petitioner's name read Lee McComas Ramsey.

Your Petitioner in furtherance of this Petition represents that jis middle name "McComas" was a given name in honor of a family and that his original Petition and Decree, was improperly referred to as "Mack"; and that the matters and facts set forth in the original Petition as to all other allegations remain in Status Quo.

WHEREFORE, Your Petitioner prays that the Decree in these proceedings be amended to change his name from "Shirley McComas Ramsey" to "Lee McComas Ramsey".

Louis M. Strauss

S. M. Ramsey

ATTORNEY FOR PETITIONER

PBTITIONER

UNITED STATES NAVY, TO WIT:

On this 10<sup>th</sup> day of July, 1948, before me, personally appeared Shirley McComas Ramsey and made oath in due form of law that the facts set forth in the foregoing petition are true to the best of his knowledge and belief.

(Official Seal)

Carlton R. Kear, Jr ,

Commanding Officer.

(Captain of U.S.S. "Bordelon")

AMENDED DECREE.

Upon consideration of the foregoing Petition and Affidavit, it is this 9<sup>th</sup> day of August, 1948, by the Circuit Court for Anne Arundel County sitting in Equity, ADJUDGED, ORDERED, AND DECREED, that the Decree passed by this Court on February 26<sup>th</sup>, 1948, be amended to read as follows: That the name of Shirley McComas Ramsey of Oakland, Maryland, residing at the United States Naval Academy, Annapolis, Maryland, heretofore changed to Lee Mack Ramsey be and it is hereby changed to Lee McComas Ramsey as is prayed in this Petition, and that the said Petitioner pay the costs of these proceedings to be taxed by the Clerk.

Marvin I. Anderson,

Judge.

Filed August 6, 1948.

Mr. Clerk:

Please docket this suit, file the within mortgage, and Statement of Mortgage Debt.

George E. Rullman,

ATTORNEY NAMED IN MORTGAGE.

FILED MARCH 18, 1948.

MORTGAGE.

THIS MORTGAGE, Made this 22nd day of November, in the year one thousand, nine hundred and forty-six, Between Charles W. Binkley and Virginia S. Binkley, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent (4%) per annum in the manner following;

By the payment of FORTY (\$40.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of December, 1946, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS do hereby grant and convey unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

ALL those five lots of ground situate at Herald Harbor, in the Second Election District of Anne Arundel County, Maryland, designated as Lots numbered One Hundred twenty-nine (129), One Hundred Thirty (130), One Hundred Thirty-one (131), One Hundred Thirty-two (132) and One Hundred and Thirty-three (133) of Block numbered Thirty-four (34) on the plat entitled "Herald Harbor on the Severn, Section E", which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J, Plat 5.

BEING the same lots of ground which were conveyed to the above named Mortgagors by Bernard A. Burns, unmarried, et al, by deed dated the 16th day of October, 1945, and left for record among the Land Records of Anne Arundel County simultaneously with these presents. And being the same property which, upon the death, intestate, of Frances M. Burns, widow, vested in Bernard A. Burns and Alice L. Rennie her children and only heirs-at-law. And also being the same property which was conveyed to the said Frances M. Burns by two deeds: (1) from Oscar Gens and Carlotta R. Gens, his wife, dated June 21, 1939, and recorded among said Land Records in Liber J.H.H. No. 202 folio 230; and (2) from Helene G. Fox, widow, dated October 19, 1942, and recorded among said Land Records in Liber J.H.H. No. 272 folio 65.

TOGETHER with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus



and fixtures, and all rents, issues and profits accruing from the premises herein mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest as herein provided; (2) to keep the buildings on the premises insured against loss by fire and wind-storm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns, and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay taxes, water rent, all ground rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of four per cent (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repayment of the debt hereby secured and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct: (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days: (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said

Mortgagee to pay four per cent (4%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of the original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Annapolis.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of \$50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, their shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors, for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagors covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Witness:

Ruby W. Chaney

Charles W. Binkley (SEAL)

Virginia S. Binkley (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of November, 1946, before me, the subscriber, a Notary public of the State of Maryland, in and for the County aforesaid, personally appeared Charles W. Binkley and Virginia S. Binkley, his wife, the Mortgagors named in the foregoing Mortgage, and

acknowledged the foregoing mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruby W. Chaney, Notary Public

Recorded Nov. 25, 1946, at 2:45 P.M., in Liber J.H.H. No. 388, Folio 374.

Filed March 18, 1948.

STATEMENT OF MORTGAGE DEBT.

Annapolis, Md., March 17, 1948.

Charles W. Binkley and Virginia S. Binkley, his wife,

To First Federal Savings & Loan Association of Annapolis,	Dr.
Balance due on mortgage loan	\$2,503.83
Interest	16.71
1948 County taxes	25.96
1948 County taxes	<u>12.83</u> \$2,559.33

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 17th day of March, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings & Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Ruby W. Chaney, Notary Public

Filed March 18", 1948

MORTGAGEE OR ATTORNEY'S BOND.

KNOW ALL MEN BY THESE PRESENTS; THAT WE, George E. Rullman, of Anne Arundel County, Maryland, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of March, in the year of our Lord nineteen hundred and forty-eight.

WHEREAS, the above bounden, George E. Rullman, by virtue of a power contained in a mortgage from Charles W. Binkley and Virginia S. Binkley, his wife, to First Federal Savings and Loan Association of Annapolis dated November 22, 1946, and recorded in Liber J.H.H. No. 388, folio 374, etc., one of the Land Record Books of Anne Arundel County, Maryland, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

WHEREAS, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds, thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

George E. Rullman, (Seal)

in the presence of

Edward C. Lee.

Attest:

\_\_\_\_\_  
Secretary.

MARYLAND CASUALTY COMPANY

PER Chas. F. Lee, Agt,

of Chas. F. Lee & Co., President.

Filed & Approved this 18<sup>th</sup> day of March, 1948.

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF AUCTIONEER.

GEORGE W. SCIBLE

AUCTIONEER

PUBLIC SALE OF VALUABLE REAL ESTATE

SITUATE AT HERALD HARBOR, ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the power of sale contained in a mortgage from Charles W. Binkley and Virginia S. Binkley, his wife, dated the 22nd day of November, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 374, the undersigned, as the attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction, at the Court House door, in the City of Annapolis, Maryland, on TUESDAY, APRIL 13, 1948, at 11:00 o'clock A.M. the property described in said mortgage, namely:

All those five lots of ground situate at Herald Harbor, in the Second Election District of Anne Arundel County, Maryland, designated as Lots Nos. 129, 130, 131, 132 and 133 in Block 34, on the plat entitled "Herald Harbor on the Severn, Section E", which plat is recorded among the plat records of Anne Arundel County in Cabinet 1, Rod J, Plat 5. Being the same property which was conveyed to the said Charles W. Binkley and Virginia S. Binkley, his wife by Bernard A. Burns, unmarried, et al, by deed dated the 16th day of October, 1945, and recorded among the aforesaid Land records in Liber J.H.H. No. 388, folio 373. Said lots of ground are improved by a dwelling.

TERMS OF SALE: A deposit of \$300.00 will be required of the purchaser on the day of sale balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

GEORGE E. RULLMAN,

Attorney Named in Mortgage.

Lee Building, Annapolis, Maryland.

I hereby certify that I have this 13th day of April, 1948, sold the within described property to the First Federal Savings and Loan Association of Annapolis, at and for the sum of Fifteen Hundred Dollars (\$1,500.00), it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Geor. W. Scible, Auctioneer.

AGREEMENT OF PURCHASER.

We hereby certify that we have this 13th day of April, 1948, purchased the within described property from George E. Rullman, Attorney, at and for the sum of Fifteen Hundred Dollars (\$1500.00) and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Attest:

George E. Rullman,

Assistant Secretary.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION  
OF ANNAPOLIS

By T. Roland Brown, President,

Filed April 14, 1948.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in Mortgage filed in these proceedings,

respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Charles W. Binkley and Virginia S. Binkley, his wife, dated the 22nd day of November, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 374, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed above the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, April 13th, 1948, at eleven o'clock A.M., and then and there sold the said property to the First Federal Savings and Loan Association of Annapolis at and for the sum of Fifteen Hundred Dollars (\$1500), it being then and there the highest bidder therefor, which property is as follows:

All those five lots of ground situate at Herald Harbor, in the Second Election District of Anne Arundel County, Maryland, designated as Lots Nos. 129, 130, 131, 132, and 133 in Block 34 on the plat entitled "Herald Harbor on the Severn, Section E", which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J, Plat 5. Being the same property which was conveyed to the said Charles W. Binkley and Virginia S. Binkley, his wife, by Bernard A. Burns, unmarried, et al, by deed dated the 16th day of October, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 388 folio 373. Said lots of ground being improved by a dwelling.

And the said Attorney further reports that he has received from the said purchasers the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of \$300.00 will be required of the purchaser on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman,

Attorney named in Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13th day of April, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruby W. Chaney, Notary Public.

Filed April 14, 1948.

ORDER NISI

ORDERED this 14th day of April, 1948, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of May, 1948, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 15th day of May next.

The Report states the amount of sales to be Fifteen Hundred Dollars (\$1500.00).

John H. Hopkins, 3rd, Clerk.

Filed April 14, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May, 15, 1948.

We hereby certify, that the annexed Order Nisi- Charles W. Binkley - was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of May, 1948. The first insertion being made the 15th day of April, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG \_

By Shirley McDonald.

Filed May 18", 1948.

(FINAL ORDER)

ORDERED by the Court this 18th day of May, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, Judge.

Filed May 18, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account May 22, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Charles W. Binkley and Wife in ac.

To Attorney for fee	50.00	
To Attorney for Commissions	<u>76.50</u>	126.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court-Court costs	18.75	
Auditor- stating this account	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	19.50	
Capital-Gazette Press-handbills and tax	9.69	
Capital-Gazette Press- Order Nisi (Sale)	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
Maryland Casualty Co.-bond premium	12.00	
George W. Scible-auctioneer's fee	11.00	
Clerk of Court-certified copy of mortgage	3.25	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.82	
Ruby W. Chaney-notary fees	<u>1.00</u>	68.09

To First Federal Savings & Loan Ass'n of  
Annapolis, mortgagee, this balance on  
account of mortgage claim

1,278.68

1,511.02

Amount of mortgage claim filed

2,559.33

Cr. Amount allowed as above

1,278.68

Balance subject to decree in personam

1,280.65

with George E. Rullman, Attorney named in Mortgage  
1948

Cr.

Apr. 13 Proceeds of Sale

1,500.00

Refund 1948 State and County taxes, (\$38.79-adj)

11.02

1,511.02

Filed May 27, 1948

ORDER NISI

ORDERED, This 27<sup>th</sup> day of May, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29<sup>th</sup> day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29<sup>th</sup> day of May next.

John H. Hopkins, 3rd, Clerk.

Filed May 27, 1948.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. June 18, 1948

We hereby certify, that the annexed Order of Nisi #9412 Auditor's account Charles W. Binkley was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29<sup>th</sup> day of June, 1948. The first insertion being made the 3<sup>rd</sup> day of June, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Filed June 30, 1948.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 30<sup>th</sup> day of June, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

MARVIN I. ANDERSON ,

Judge.

Filed June 30<sup>th</sup>, 1948

IN THE MATTER OF THE SALE OF THE	:	NO. 9413 EQUITY
MORTGAGED REAL ESTATE	:	IN THE
OF	:	CIRCUIT COURT
JAMES L. HOBBS and	:	FOR
LENA C. HOBBS, his wife.	:	ANNE ARUNDEL COUNTY
: : : : : :		

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit, file the within mortgage, and statement of Mortgage Debt.

George E. Rullman,

Attorney named in Mortgage

MORTGAGE

THIS MORTGAGE, Made this 23rd day of December, in the year one thousand, nine hundred and forty-six, Between James L. Hobbs and Lena C. Hobbs, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of FIVE THOUSAND SEVEN HUNDRED (\$5,700.00) Dollars, being part of the purchase money for the property hereinafter described, and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent (4%) per annum in the manner following:

By the payment of FORTY (\$40.00) Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of February, 1947, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the Calendar month, and the said installment payments may be applied by the Mortgagee in the following order; (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premiums, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

ALL that lot or parcel of ground situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point on the south side of the Chesterfield Road, said point of beginning being the easternmost corner of the whole 18 acre tract of land conveyed to Mary B. Ellershaw by Eugenia B. Ellershaw and her husband, by deed dated March 4, 1920, and filed in the Land Records of Anne Arundel County in Liber W. N. W. No. 26, folio 356; thence with a part of the south line of the same south 64 degrees 55 minutes west 634 feet more or less, to a large poplar tree; thence cutting across the whole tract due north 369 feet to a hub set on the south



side of the first mentioned Chesterfield Road; thence with the south side of said road, south 82 degrees, 26 minutes east 115 feet; south 79 degrees 33 minutes east 283 feet; and south 79 degrees 14 minutes east 184 feet to the place of beginning. Containing 2.45 acres and being the easternmost portion of the whole first mentioned 18 acre tract, according to a survey made by J. R. McCrone, Jr., Surveyor, in July, 1944. Being the same property which was conveyed to the above named Mortgagors by William E. Staples and Anna Staples, his wife, by deed dated and left for record among the aforesaid Land Records simultaneously with these presents.

Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives, and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at <sup>rate of</sup> four per cent (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same. (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assign, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a

receiver to collect the rents and profits of said premises and account therefor as the Court may direct: (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided: (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days: (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay four per cent (4%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is made the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time, after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decree of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors, for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal

and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagors covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

Witness the hands and seals of the said Mortgagors.

Witness:

JAMES L. HOBBS (SEAL)

Ruby W. Chaney,

LENA C. HOBBS (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That on this 23rd day of December, 1946, before, me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared James L. Hobbs and Lena C. Hobbs, his wife, the Mortgagors named in the foregoing Mortgage, and acknowledged the foregoing mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruby W. Chaney, Notary Public

Recorded Dec. 23, 1946 at 3:40 P.M., in Liber J.H.H. No. 391, folio 335.

Filed March 14, 1948.

STATEMENT OF CLAIMS.

Annapolis, Md. March 17, 1948

Mr. James L. Hobbs and Lena C. Hobbs, his wife,

to First Federal Savings & Loan Association of Annapolis, Dr.

To balance due on mortgage loan \$5,755.01

To interest " " " 38.42

To 1948 County & State taxes 29.06 \$5,822.49

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 17th day of March, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings & Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Ruby.W. Chaney, NOTARY PUBLIC

Filed March 18, 1948.

BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, George E. Rullman, of Anne Arundel County, Maryland, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence, sealed with our seals and dated this 17th day of March, in the year of our Lord nineteen hundred and forty-eight.

WHEREAS, the above bounden, George E. Rullman, by virtue of a power contained in a mortgage from James L. Hobbs and Lena C. Hobbs, his wife, to First Federal Savings & Loan Association of Annapolis, dated December 23rd, 1946, and recorded in Liber J.H.H. No. 391, folio 335, etc. one of the Land Record Books of Anne Arundel County, Maryland, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

WHEREAS, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

GEORGE E. RULLMAN

(SEAL)

IN THE PRESENCE OF

MARYLAND CASUALTY COMPANY

EDWARD C. LEE

Per Chas F. Lee of

Attest: (CORPORATE SEAL)

Chas. F. Lee & Co., Agts.

Secretary

Filed & Approved this 18th day of March, 1948.

John H. Hopkins, 3rd, Clerk.

HANDBILL, AUCTIONEER'S CERTIFICATE AND AGREEMENT.

George W. Scible,

Auctioneer

PUBLIC SALE OF VALUABLE REAL ESTATE

Situate on the Chesterfield Road Second District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from James L. Hobbs and Lena C. Hobbs, his wife, dated the 23rd day of December, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 391, folio 335, the undersigned, as attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on TUESDAY, APRIL 13, 1948, at 11:30 o'clock, A.M., the property described in said mortgage, namely:

All that lot or parcel of ground situate in the Second Election District of Anne Arundel County, Maryland, on the south side of the Chesterfield Road, containing 2.45 acres. Being the same property which was conveyed to the said James L. Hobbs and Lena C. Hobbs, his wife, by William E. Staples and Anna Staples, his wife, by deed dated the 23rd day of December, 1946, and recorded among the aforesaid land records in Liber J.H.H. No. 391, folio 333.

Said lot of ground is improved by a one and one-half story frame dwelling.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

GEORGE E. RULLMAN,

Attorney Named in Mortgage

Lee Building, Annapolis, Maryland.

I hereby certify that I have this 13th day of April, 1948, sold the within described property to the First Federal Savings and Loan Association of Annapolis, at and for the sum of Twenty-five Hundred Dollars (\$2,500.00), it being at that figure the highest bidder therefor, and I

further certify that the said sale was fairly made.

G. W. Scible, Auctioneer.

Wr hereby certify that we have this 13th day of April, 1948, purchased the within described property from George E. Rullman, Attorney, at and for the sum of Twenty-five Hundred Dollars (\$2500.00), and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

ATTEST:  
George E. Rullman,

Assistant Secretary.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANNAPOLIS  
BY T. Roland Brown, President.

Filed April 14, 1948.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from James L. Hobbs and Lena C. Hobbs, his wife, dated the 23rd day of December, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 391 folio 335, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, on Tuesday, April 13th, 1948, at 11:30 A.M., and then and there sold the said property to the First Federal Savings and Loan Association of Annapolis at and for the sum of Two Thousand Five Hundred Dollars (\$2,500.00), it being then and there the highest bidder therefor, which property is as follows:

All that lot or parcel of ground situate in the Second Election District of Anne Arundel County, Maryland, on the south side of the Chesterfield Road, containing 2.45 acres. Being the same property which was conveyed to the said James L. Hobbs and Lena C. Hobbs, his wife, by William E. Staples and Anna Staples, his wife, by deed dated the 23rd day of December, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 391, folio 333.

Said lot of ground is improved by a one and one-half story frame dwelling.

And the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on the day of sale, balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman,

Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13th day of April, 1948, before the subscriber, a Notary Public

of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Ruby W. Chaney, Notary Public.

ORDER NISI

ORDERED, this 14<sup>th</sup> day of April, 1948, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15<sup>th</sup> day of May, 1948, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 15<sup>th</sup> day of May next.

The Report states the amount of sales to be Twenty Five Hundred Dollars (\$2500.00).

John H. Hopkins, 3rd, Clerk.

Filed April 14, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 17, 1948.

WE hereby certify, that the annexed ORDER NISI- JAMES L. HOBBS was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15<sup>th</sup> day of May, 1948, The first insertion being made the 15<sup>th</sup> day of April, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. \_

By Shirley McDonald.

Filed May 18, 1948

FINAL ORDER

ORDERED BY THE Court this 18<sup>th</sup> day of May, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause, and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, Judge.

Filed May 18, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. May 25, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James L. Hobbs and Wife, in ac.

To Attorney for Fee	50.00	
To Attorney for Commissions	<u>107.50</u>	157.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75

## To Attorney for Expenses, viz:

Capital-Gazette Press-advertising sale	18.75	
Capital-Gazette Press-handbills and tax	9.69	
Capital-Gazette Press Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi Acct:)	5.00	
Maryland Casualty Co.-bond premium	24.00	
George W. Scible-auctioneer's fee	15.00	
Clerk of Court-certified copy of mortgage	3.25	
One-half Federal revenue stamps	1.38	
One-half State revenue stamps	1.37	
Ruby W. Chaney, notary fees	1.00	84.44

To First Federal Savings & Loan Assn. of Annapolis,  
mortgagee-this balance on account of mortgage claim

2,241.07

2,520.76

Amount of mortgage claim filed

5,822.49

Cr. Amount allowed as above

2,241.07

Balance subject to decree in personam

3,581.42

with George E. Rullman, Attorney named in Mortgage  
1947

Cr.

Apr. 13 Proceeds of Sale

2,500.00

Refund 1948 State and County Taxes

(29.06-) adj. to day of sale)

20.76

2,520.76

Filed May 27, 1948

ORDER NISI

ORDERED, This 27th day of May, 1948, That the Report and Account of the Auditor, filed this day, in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of June, next.

John H. Hopkins, 3rd, Clerk.

Filed May 27, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 18, 1948

We hereby certify, that the annexed Order of Nisi #9413 Auditors Account- James L. Hobbs, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29 day of June, 1948. The first insertion being made the 3rd day of June, 1948.

THE CAPITAL GAZETTE PRESS, INC.  
By R. L. Brown

Filed June 30, 1948

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 30th day of June, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary

having been shown, and that the Attorney apply the proceeds, accordingly with a due proportion of interest as the same has been or may be received.

Marvin I. Anderson, Judge.

Filed June 30, 1948.

\*\*\*\*\*

CLYDE PHIPPS and  
JULIA WOOD PHIPPS, wife,  
West River P.O. Annapolis, Maryland  
RUSSELL E. PHIPPS and  
EMMA K. PHIPPS, wife,  
Churchton P.O., Maryland  
LENA PHIPPS, unmarried,  
Churchton P.O. Maryland  
VERNON H. PHIPPS and  
GRACE P. PHIPPS, wife,  
206 West Arundel Road Brooklyn Park, Maryland  
I. Shoaff Phipps, and  
JENNIE KNOPP PHIPPS, wife,  
DEALE P.O., MARYLAND  
CLARA L. CRANDALL and  
ST. CLAIRE CRANDALL, husband,  
Edgewater, Maryland  
MAY PHIPPS SEARS, and  
THOMAS M. SEARS, husband  
Harwood P.O. Maryland  
MAGGIE PHIPPS HARTGE, and  
ROBERT F. HARTGE, husband  
West River P.O., Annapolis, Maryland,  
MYRTLE PHIPPS CRANDALL, and  
LEROY CRANDALL, husband  
Churchton P.O., Maryland  
ANNIE L. KIRCHNER and  
WM. R. KIRCHNER, husband  
Churchton P.O., Maryland  
B. CARLYLE WELLS  
P.O. Box R.F.D. 9, Brooklyn 25, Maryland  
GENEVIEVE WELLS GUNTHER and  
RICHARD GUNTHER, husband  
P.O. Box R.F.D. 9 Brooklyn 25, Maryland  
NAOMI EVANS HOWES  
Churchton P.O., Maryland  
JOHN HOWES and  
MARY C. HOWES, wife.  
903 Munroe Street, Eastport, Maryland.

NO. 9407 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY



ELIZABETH HOWES RODGERS and  
ELLSWORTH RODGERS, husband,  
Churchton P.O., Maryland

EDNA HOWES WELCH and  
OWEN WELCH, husband  
Deale P.O. Maryland

DELA PHIPPS and  
NEVITT PHIPPS, husband,  
Deale P.O., Maryland

GUY H. PHIPPS and  
MAUD M. PHIPPS, wife,  
Deale P.O., Maryland.

IDA P. WHITTINGTON and  
Ralph Whittington, husband,  
Deale P.O. Maryland

GRACE PHIPPS WARD and  
JAMES WARD, husband,  
134 Market Street, Annapolis, Maryland,  
CLARENCE V. PHIPPS

Deale P.O., Maryland  
BERTHA PHIPPS ANDERSON and  
RAYMOND ANDERSON, husband,  
Deale P.O., Maryland

PAULINE KNOPP PARKS and  
WALTER PARKS, husband,  
Deale P.O., Maryland

WILLIAM H. KNOPP and  
ESTHER KNOPP, wife,  
2030 West Hill Street  
Long Beach, California

MILTON TROTT,  
Capital Yacht Base, Washington, D.C.

EARL TROTT  
Galesville P.O. Maryland

HUGH D. TROTT, and  
NINA TROTT, wife,  
19 East Street, Annapolis, Maryland.

LUTHER TROTT, and  
CATHERINE TROTT, wife  
1729 East 31st Street, Baltimore, Maryland.

WILLIAM D. TROTT and  
FRANCES TROTT, WIFE.  
19 East Street, Annapolis Maryland

PLAINTIFFS

-vs -

GEORGE HOWES and :  
 BETTY MAY HOWES, Wife, :  
 Churchton P.O., Maryland :  
 DEFENDANTS. :  
 : : : : : :

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court;

The Bill of complaint respectfully states:

1. That Charles E. Evans, deceased, died intestate on November 29, 1945, seized and possessed of three tracts of land situated in the Seventh Election District of Anne Arundel County, Maryland, which property was conveyed to him as follows:

(a) A lot containing three acres and three perches of land, more or less, deeded to Charles E. Evans by Hiram Evans, et al, by deed dated the 14th day of January, 1893, and recorded among the Land Records of Anne Arundel County in Liber S.H. 43, folio 249,

(b) A lot containing six and one-eighth acres, more or less, deeded to Charles E. Evans by Virgil M. Franklin, et al, by deed dated the third day of January, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 38, folio 156.

(c) That lot devised to Charles E. Evans by the Last Will and Testament of his mother, Margaret Ann Evans, which will is recorded among the Orphans Court Records of Anne Arundel County in Will Liber B. R. D. 1, Book 46, folio 379, being part of a tract of land known as "Wayson's Folly", and the same property conveyed to the said Margaret Ann Evans by Peter H. Evans, et al, on February 18, 1893, and recorded among the aforesaid Land Records in Liber S.H., 43, folio 251: a certified copy of each deed is herewith filed and marked Exhibits 1, 2, and 3, and is prayed to be taken as part and parcel of this Bill as fully as though the same were set forth herein at length.

2. That the said Charles E. Evans was unmarried at the time of his death.

3. That the said Charles E. Evans left surviving him as his only heirs at law the following nieces, nephews, and grand-nieces and grandnephews, to wit:

Clyde Phipps, nephew, Russell E. Phipps, nephew, Lena Phipps, niece, Vernon H. Phipps, nephew, I. Shoaff Phipps, nephew, Clara L. Crandall, niece, May Phipps Sears, niece, Maggie Phipps Hartge, niece; Myrtle Phipps Crandall, niece; Annie L. Kirchner, niece, B. Carlyle Wells, nephew, Genevieve Wells Gunther, niece,

Grandnieces and grandnephews

Naomi Evans Howes, George Howes, John Howes, Elizabeth Howes Rodgers; Edna Howes Welch; Dela Phipps; Guy H. Phipps; Ida Phipps Whittington; Grace Phipps Ward, Clarence V. Phipps; Bertha Phipps Anderson, Pauline Knopp Parks, William H. Knopp, Milton Trott, Earl Trott, Hugh D. Trott, Luther Trott; William D. Trott.

The said George Howes being an infant under the age of Twenty-one years.

4. That the property, of which Charles E. Evans died seized and possessed, contains twenty-two acres, more or less, mostly unimproved, and is not susceptible of partition in kind without loss or injury to the parties concerned, because of the fact that it is not so situated that it could furnish a home for all of the heirs, and if divided into small lots, it would hardly be saleable. Therefore, the petitioners believe it would be to the best interest and advantage of all of the parties concerned, particularly the infant, to have said property sold and the proceeds divided among those entitled thereto.

TO THE END, THEREFORE:

1. That a decree may be passed by this court directing a sale for partition of the property herein mentioned,

2. And for such other and further relief as their case may require.

May it please your Honors to grant unto your Complainants the writ of subpoena directed to the said George Howes and Betty Mae Howes, his wife, the said George Howes and Betty Mae Howes, his wife, being infants, whose Post Office address is Churchton, Maryland, commanding them to be and appear in this Court on some certain day to be named therein and answer the premises and abide by and perform such decree or decrees as may be passed therein.

AND, AS IN DUTY BOUND:

William W. Townshend, Jr.,

Post Office Box 249, Annapolis, Maryland

Albert J. Goodman,

12 Church Circle, Annapolis, Maryland

Joseph R. Gunther,

American Building, Baltimore, Maryland/

Solicitors for Complainants,

B. Carlyle Wells, Genevieve Wells Gunther  
and Husband, and

Annie L. Kirchner and Husband.

Filed March 5, 1948.

EXHIBIT NO. 1.

THIS DEED, Made this eighth day of February in the year Eighteen Hundred and Ninety-three, by Peter H. Evans, William W. Evans, and Hester Evans, his wife, Ida T. Phipps and William E. Phipps, her husband, Mary V. Phipps, and Andrew T. Phipps her husband, Anne B. Ford, and William Ford her husband, of Anne Arundel County and State of Maryland, of the first part, and Margaret A. Evans of said County and State of the second part.

WITNESSETH: that in consideration of the love and affection of the said parties of the first part for the said party of the second part, and the further consideration of the sum of One Dollar, the said parties of the first part do grant and convey unto the said party of the second part, her heirs and assigns in fee simple, all that piece or parcel of ground situate lying and being in the "Great Swamp" in the Eighth Election District of said County known as part of what is called "Wayson's Folly" and containing about thirty three and one third acres of land, excepting the portion that was surveyed and divided among the children of the said Peter H. Evans and for which deeds were executed during the month of January in the year Eighteen Hundred and Ninety three the same being a portion of the tract of land that was conveyed by deed the fifth day of January, in the year Eighteen Hundred and Sixty-six, by William Turner and Jane Turner, his wife, to Peter H. Evans, Wallace W. Evans, Ida T. Evans, now the wife of William E. Phipps, Mary V. Evans (now the wife of Andrew T. Phipps) and Anna B. Evans (now the wife of William Ford) and recorded in Liber G. E. G No. 1, folio 266, one of the Land Record Books of Anne Arundel County.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters, privileges and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said piece or parcel of ground and premises above described, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto

belonging or appertaining unto and to the proper use and benefit of the said Margaret O. Evans her heirs and assigns forever.

WITNESS the hands and seals of the said grantors.

Geo. W. Hyde

his Peter H. Evans mark	(Seal)
William W. Evans	(SEAL)
Hester Evans	(SEAL)
Ida T. Phipps	(SEAL)
W. E. Phipps	(SEAL)
Mary V. Phipps	(SEAL)
Andrew T. Phipps	(SEAL)
Anne B. Ford	(SEAL)
his William A. Ford mark	(SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 8th day of February, in the year Eighteen Hundred and Ninety-three, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Peter H. Evans, William W. Evans and Hester Evans, his wife, Ida T. Phipps and William E. Phipps her husband, Mary V. Phipps and Andrew T. Phipps her husband, Anne B. Ford and William Ford, her husband, and each acknowledged the foregoing deed to be their respective act.

George W. Hyde, J.P.

Recorded 21 March 1893

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber S.H.No. 43, folio 251, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 5th day of March, A.D., 1948.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed with Testimony as Examiner's Exhibit No. 4.

Filed March 5, 1948.

EXHIBIT NO. II.

THIS DEED, made this fourteenth day of January in the year eighteen and ninety-three by Hiram Evans and Margaret Evans, his wife, Wallace Evans and Hester Evans, his wife, William A. Ford and Annie Ford, his wife, William E. Phipps and Ida Phipps, his wife, Andrew Phipps and Mary Phipps, his wife, Benjamin Wells and Alice Wells, his wife, parties of the first part, and Charles Evans of the second part, all of Anne Arundel County and State of Maryland,

WITNESSETH: WHEREAS by a survey and a division of a part of the lands of the said Hiram Evans, known as "Wayson's Folly", made by John Shepherd, Surveyor, about the 19th day of June, in the year 1890, said land was divided into six equal lots, numbered from one to six inclusive, designed to give one of said lots to each of the children of the said Hiram Evans, and that Lot No. 2 was assigned to the said Charles Evans, he being one of said children, and whereas the said Charles Evans is desirous of having a deed executed to him, of said Lot No. 2, in conformity with said survey and division, these presents are executed. Now therefore in consideration of the premises and of the sum of one dollar, the said parties of the first part do

hereby grant and convey unto the said Charles Evans all that lot of land, near Broadwater in the "Great Swamp" in the Eighth Election District of Anne Arundel County and described as follows, viz:

BEGINNING for Lot No. 2 at a post now standing on the shore of Car's Creek, said post being the 4th corner of Lot No. 1, and running reversely with Lot No. 1 North 56" 15' East 36 7/10 to a post 3rd corner of Lot No. 1, now standing in the line of the lands of Jacob Phipps, thence with the lands of said Jacob Phipps and leaving Lot No. 1, North 38" West 13 2/5 perches to a post, thence leaving the lands of Jacob Phipps and running South 56" 15' West 34 16/25 perches to a post planted on the shore of Car's Creek, thence with the shore and meanderings of said Creek to the place of beginning. Containing three acres and three perches of land, more or less. The same being a portion of the tract of land that was conveyed to Hiram Evans and his children from William Turner by deed dated the first day of November in the year eighteen hundred and sixty-five and duly recorded among the land record books of Anne Arundel County-Together with the buildings thereon, the rights, roads, waters, privileges and appurtenances thereto belonging or in anywise appertaining. To have and to hold the aforesaid lot of land and premises unto and to the proper use and benefit of the said Charles Evans, his heirs and assigns forever.

Witness our hands and seals:

Test:

Geo. W. Hyde

Hiram X Evans	(SEAL)
mark	
Margaret Evans	(SEAL)
Wallace Evans	(SEAL)
Hester Evans	(SEAL)
William A X Ford	(SEAL)
mark	
Annie B. Ford	(SEAL)
W. E. Phipps	(SEAL)
Ida Phipps	(SEAL)
Andrew Phipps	(SEAL)
Mary Phipps	(SEAL)
Benjamin Wells	(SEAL)
Alice Wells	(SEAL)

STATE OF MARYLAND, Anne Arundel County to wit:

I hereby certify on this fourteenth day of January in the year Eighteen hundred and ninety-three, before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Hiram Evans and Margaret Evans, his wife, Wallace Evans and Hester Evans, his wife William A. Ford and Annie Ford his wife William E. Phipps and Ida Phipps his wife, Andrew Phipps and Mary Phipps his wife, Benjamin Wells and Alice Wells his wife and each acknowledged the foregoing deed to be their respective act.

Geo. W. Hyde, J.P.

Filed March 5" 1948  
Recorded 21 March, 1893 in Liber S.H. No. 43 folio 249 etc.  
Filed with Testimony as Examiner's Exhibit #3

EXHIBIT NO. 3.

(INT. REV. STAMP \$.50)

THIS DEED made this third day of January in the year 1921, by VIRGIL M. FRANKLIN and MARGARET A. FRANKLIN, his wife, of the first part, WILLIAM R. FRANKLIN and the FARMERS NATIONAL BANK OF ANNAPOLIS, of the second part, and CHARLES E. EVANS of the third part, all of Anne Arundel County,

State of Maryland, WITNESSETH:

That for and in consideration of the sum of One Hundred and Fifty Dollars (\$150.00) paid by the said Charles E. Evans to the said Virgil M. Franklin, the receipt whereof is hereby acknowledged, the said Virgil M. Franklin and Margaret A. Franklin, his wife, have bargained and sold and by these presents do grant and convey unto the said Charles E. Evans all that lot of ground situate in the Eighth Election District of Anne Arundel County which is thus described in a survey thereof made by John Shepherd, surveyor, in August 1920, viz:

Beginning for the survey of said land at a stone standing on the north side of the above mentioned county road, said stone the fourteenth corner boundary of the above mentioned conveyance, and run with the outline of said conveyance north  $44^{\circ} 45'$  west  $81\frac{1}{4}$  perches to a post in the place of the pronged gum tree the thirteenth boundary of said conveyance, thence leave the outline and run south  $74^{\circ}$  west  $27\frac{1}{2}$  perches to a post planted on the north side of said road, thence running with and bounding on the north side of said road south  $59^{\circ} 5'$  east  $97\text{-}\frac{3}{5}$  perches to the place of beginning, containing six and one-eighth ( $6\text{-}\frac{1}{8}$ ) acres of land more or less.

It being a part of the lands called and known as "Norman's Inheritance" and Carr's Inheritance", bordering on the county road leading to Broad Water, situate in the 8th Election District of Anne Arundel County, and part of the property which was conveyed to the said Virgil M. Franklin by Alexander B. Hagner and J. Wirt Randall, Trustees, by deed of 25th of February 1881 recorded in the Land Records of said County in Liber S.H. No. 17, folio 153 &c.

TOGETHER WITH all the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to said Charles E. Evans, his heirs and assigns in fee simple forever.

AND the said parties of the second part, the said William R. Franklin and the said Farmers National Bank of Annapolis do hereby unite in these presents for the purpose of releasing the property hereby conveyed from the lien of a certain mortgage of indemnity from the said Virgil M. Franklin and wife to the said William R. Franklin and Wilson T. Weems, said Wilson T. Weems having since departed this life, to secure the promissory note of said Virgil M. Franklin and wife to the said Farmers National Bank, described in a mortgage of indemnity dated 8th of August 1911 and recorded as aforesaid in Liber G. W. No. 76, folio 209 &c.

Witness the hands and seals of the parties of the first and second parts.

TEST:

Wm. G. Crandall

Wm. G. Crandall

Attest:

L. D. Gassaway,

Cashier

(Corporate Seal)

Virgil M. Franklin (SEAL)

Margaret A. Franklin (SEAL)

William R. Franklin (SEAL)

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY HARRY J. HOPKINS,

President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to-wit:

I hereby certify that on this 3rd day of January. in the year 1921, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Virginia M. Franklin and Margaret A. Franklin, his wife, and acknowledged the foregoing deed to be their act; and also at the same time appeared William R. Franklin and acknowledged the foregoing deed to be his act for the purpose therein set forth.

Witness my hand and seal.

Wm. G. Crandall J.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 21st day of January, in the year 1921, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Harry J. Hopkins, President of the Farmers National Bank of Annapolis, and acknowledged the foregoing deed to be the act of said Farmers National Bank of Annapolis for the purpose therein stated.

WITNESS my hand and seal notarial

(Notarial Seal)

Ida G. M. Gardner

Notary Public

Description.

Description of a survey made for Charles E. Evans of a part of the lands of Virgil M. Franklin said lands called and known as parts of Norman's Inheritance and Carr's Inheritance lying and situate about midway between Deale Post Office and Churchton in the Great Swamp in the 8th district of Anne Arundel County Maryland, and bordering on the County road leading to Broadwater Creek. Said lands more fully described by metes and bounds courses and distances in a deed dated August 1st, 1856 from Alexander Randall and Alexander B. Hagner trustees to Thomas N. Weems and recorded among the land records for said county in Liber N.H.G. No. 5 Folio 600 etc.

Beginning for the survey of said land at a stone standing on the north side of the above mentioned county road, said stone the 14th. corner boundary of the above mentioned conveyance, and run with the outline of said conveyance North 44° 45' West 81 & 1/4 perches to a post in the place of the pronged gum tree the 13th. boundary of said conveyance thence leave the outline and run South 74° West 27 & 1/2 perches to a post planted on the north side of said road thence running with and bounding on the north side of said road South 59° 5' East 97 & 3/5 perches to the place of beginning. Containing Six and one-eighth acres (6 & 1/8 Acres) of land more or less.

Surveyed August 31<sup>th</sup>, 1920.

John Shepherd, Surveyor.

Recorded 24 January, 1921 at 11 A.M., W.N.W. No. 38 folio 156.

Filed as Exhibit No. III, March 5, 1948.

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of Clyde Phipps and Julia Wood Phipps, his wife, two of the complainants in the above-entitled case, in their behalf and on behalf of all complainants named therein, respectfully represents unto Your Honors:

THAT George Howes and Betty May Howes, his wife, respondents, are both infants under the age of twenty-one years and have been duly summoned.

THAT said infants have no legal guardian.

WHEREFORE, your petitioners pray this Honorable Court to appoint a guardian ad litem to appear and answer for said infant respondents and suggest that Grace R. Hartge, who has no interest whatever in this suit, be appointed guardian ad litem.

AND AS IN DUTY BOUND, ETC.

WILLIAM W. TOWNSEND, JR.

Albert J. Goodman,

Joseph R. Gunther, per W.W.T.

Solicitors for Complainants.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of April, 1948, before me, the subscriber, a Notary

Public of the State of Maryland, in and for the county aforesaid, personally appeared Clyde Phipps and Julia Wood Phipps, his wife, two of the complainants in the above-entitled matter, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William W. Townshend, Jr., Notary Public.

Filed April 14, 1948.

ORDER OF COURT.

UPON the foregoing petition and affidavit, it is this 15th day of April, 1948, by the Circuit Court for Anne Arundel County in Equity ordered that Grace R. Hartge be, and she is hereby appointed guardian ad litem for George Howes and Betty May Howes, his wife, the infant respondents named in the foregoing petition; and she is hereby directed to appear and file her answer in said infant's behalf.

Marvin I. Anderson, Judge.

Filed April 15, 1948.

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of George Howes and Betty May Howes, his wife, the infant respondents named in the bill of complaint filed against them in this cause exhibited by Grace R. Hartge, their duly appointed guardian ad litem, respectfully represents:

THAT these respondents, being infants under the age of twenty-one years, can neither admit nor deny the allegations set up in said bill of complaint, and, therefore, submit their rights to the protection of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

Grace R. Hartge, Guardian ad Litem.

Filed April 16, 1948

CERTIFIED COPY- LAST WILL AND TESTAMENT OF MARGARET ANN R. EVANS.

In the Name of God, Amen! I, Margaret Ann R. Evans of Churchton Anne Arundel County, and State of Maryland being of sound and disposing mind and memory, and knowing the certainty of death, and the uncertainty of the time thereof and being desirous to settle my worldly affairs before it shall please God to call me hence, do hereby publish and declare this as my last will.

First: I commit my soul into the hands of Almighty God and my body to the earth to be decently buried and after my funeral and other debts are paid, I give, bequeath and devise to my son Charles E. Evans my estate and property, real and personal as follows, that is to say, the place whereon I now reside consisting of about fourteen acres of land, situate on what is known as Carr's Creek, and being a portion of what is called "Wayson's Folly", together with all my personal property of whatever name and description that I may have at the time of my death. I make this disposition of my property because my said son Charles E. Evans has lived with me and attended to my wants and has proved himself a faithful and dutiful son to me in my declining years. While I do not intend to reflect on the kindness of my other children, Ida J. Phipps, W. Wallace Evans, Mary V. Phipps, Margaret A. Wells, and my grand-daughter, the child of my deceased daughter Annie Ford, I think it best and I direct that my property be disposed of as I have herein stated.

I appoint my said son Charles E. Evans of Churchton, executor of this my will.



In witness whereof I have signed and sealed and published and declared this instrument as my will at Churchton, Anne Arundel County, on this the sixth day of March in the year nineteen hundred and five.

Margaret Ann R. Evans (SEAL)

The said Margaret Ann R. Evans at said Churchton in Anne Arundel County on said sixth day of March in the year nineteen hundred and five, signed and sealed this instrument, and published and declared the same as and for her last will. And we at her request and in her presence and in the presence of each other, have hereunto written our names as subscribing witnesses.

Geo. W. Hyde

Edward Orem

Thomas O. Howes

ooooooo

(See Pages 117-A & 117-B)

(next page.)

Filed with Testimony as Examiner's Exhibit No. 5

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I. R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the afore-going is a true and full copy of the Last Will and Testament of Margaret Ann R. Evans late of said County deceased together with proof and probate thereof taken from the original, which is filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 4th day of May in the year of our Lord, nineteen hundred and forty-eight.

(Official Seal)

R. Glenn Prout

Register of Wills for Anne Arundel County.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS:

I, R. Glenn Prout Register of Wills of Anne Arundel County, do hereby certify that Vernon H. Phipps, Administrator of the Estate of Charles E. Evans who died 11/29/45, has paid to the State of Maryland as Inheritance Tax the following:

(a) Total Tax imposed Personal estate	\$796.70
Real "	175.88
(b) Amount of discount allowed	None
(c) Amount of penalties and interest	None
(d) Total amount actually paid in cash	972.58
(e) Date of payment	10/1/47

And I hereby further certify no Claim for Refund of such tax, or any portion thereof, is pending, nor has any refund of said tax, or any portion thereof, been authorized.

R. Glenn Prout, Register of Wills

FILED WITH TESTIMONY AS EXAMINER'S EXHIBIT No. 1.

ORPHANS COURT FOR ANNE ARUNDEL COUNTY, ANNAPOLIS, MD.

May 5, 1948

I hereby Certify that all claims filed in this Court against the Estate of Charles E. Evans and all Court costs and taxes in said Estate have been fully paid and satisfied. I further certify that the First and Final Account was filed and Passed by the Court on September 30, 1947, and the estate closed.

R. Glenn Prout,

Register of Wills for Anne Arundel County

(Court Seal)

## J.H.H. #64 Equity

Anne Arundel County, SS

On this 13<sup>th</sup> day of Sept. 1911, came Charles E. Evans and made Oath in due form of law that he does not know of any Will or Codicil of Margaret Ann R. Evans late of said County, deceased, other than the above instrument of writing, and that he found the same among the private papers of the deceased and retained the same in his custody until delivered to the Reg. of Wills for probate and that the deceased departed this life on or about the 23<sup>rd</sup> day of Augt. 1911.

Sworn to in open Court:

Test: Oden B. Duckett

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 13<sup>th</sup> day of Sept. 1911 came Geo. W. Hyde, one of the subscribing witnesses to the foregoing last Will and Testament of Margaret Ann R. Evans late of said County, deceased, and made Oath in due form of law that he did see the Testatrix sign and seal this Will; that he heard her publish, pronounce and declare the same to be her Last Will and Testament, that at the time of her so doing she was, to the best of her apprehension of sound and disposing mind, memory and understanding; and that he together with Edward Orem and Thom. O. Howes the other subscribing witnesses thereto subscribed his name as witness to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court.

Test: Oden B. Duckett

Register of Wills for Anne Arundel County

Anne Arundel County, Ss.

On the 16<sup>th</sup> day of Sept. 1911 came Thos. O. Howes another of the subscribing witnesses to the foregoing last Will and Testament of Margaret Ann R. Evans late of said County, deceased, and made Oath in due form of law, that he did see the Testatrix sign and seal this Will, that he heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of his apprehension, of sound and disposing mind, memory, and understanding, and that he together with Geo. W. Hyde and Edward Orem the other subscribing Witness thereto subscribed his name as witness to this Will in her presence at her request, and in the presence of each other.

Sworn to before subscriber.

Test: Oden B. Duckett

Register of Wills for Anne Arundel County

Anne Arundel County, Ss.

On the 19<sup>th</sup> day of Sept, 1911, came Edward Orem another of the subscribing witnesses to the foregoing last Will and Testament of Margaret Ann R. Evans late of said County, deceased, and made Oath in due form of law that he did see the Testatrix sign and seal this Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time

of her so doing she was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Geo. W. Hyde and Thos. O. Howes the other subscribing Witnesses thereto subscribed his name as witness to this Will in her presence at her request and in the presence of each other.

Sworn to in open Court.

Test: Oden B. Duckett

Register of Wills for Anne Arundel County.

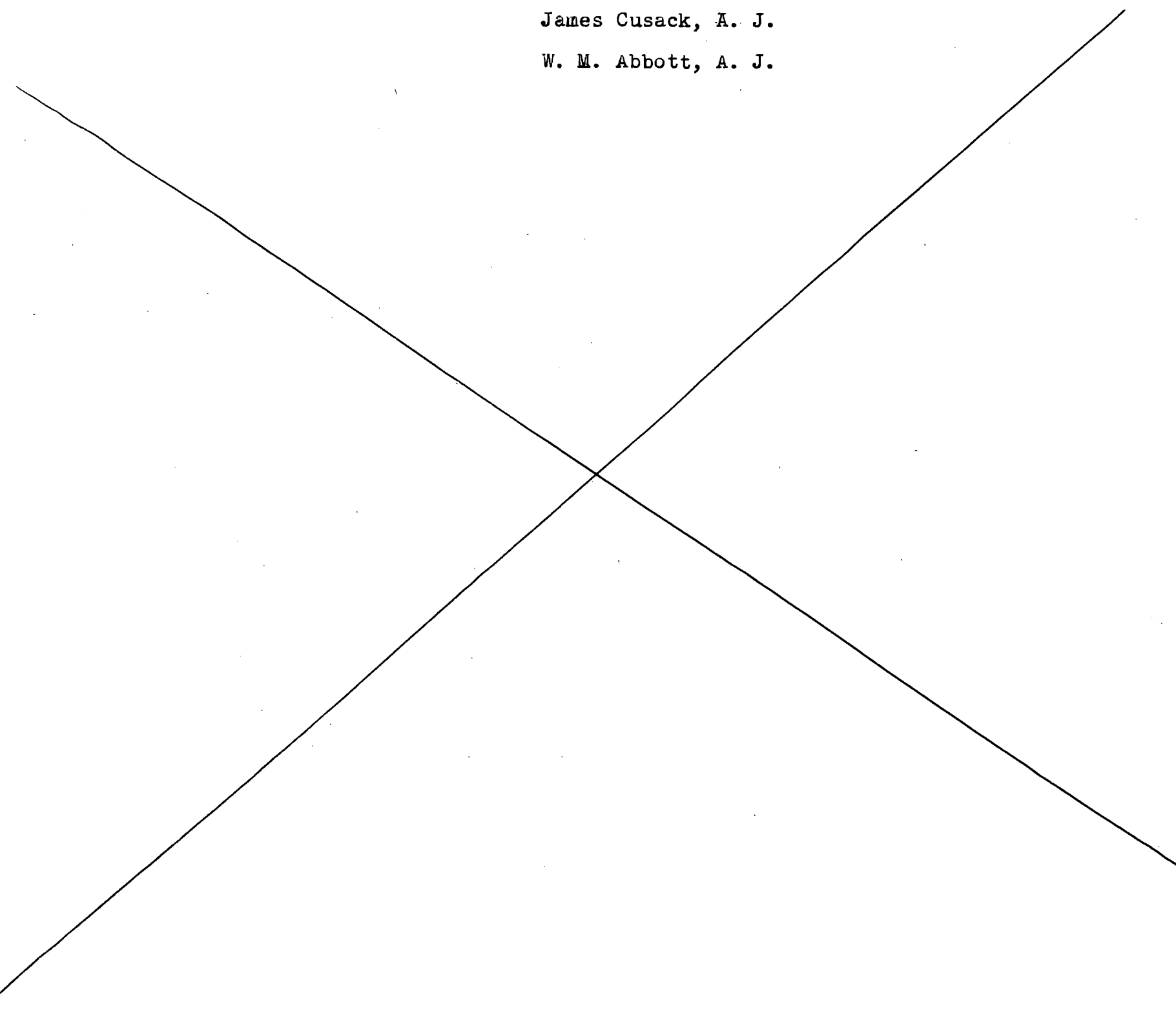
In the Orphans Court of Anne Arundel County.

The Court after having carefully examined the above last Will and Testament of Margaret Ann R. Evans late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 19<sup>th</sup> day of Sept, 1911, that the same be admitted in this Court as the true and genuine Last Will and Testament of the said Margaret Ann R. Evans, deceased.

Henry A. Tydings, C.J.

James Cusack, A. J.

W. M. Abbott, A. J.



CLYDE PHIPPS, ET AL	:	No. 9407 EQUITY
VS	:	IN THE CIRCUIT COURT
GEORGE HOWES AND	:	FOR
BETTY MAY HOWES, his wife.	:	ANNE ARUNDEL COUNTY

TESTIMONT ON BEHALF OF PLAINTIFFS.

Present:

April 23, 1948

William W. Townshend, Esq.,

Albert J. Goodman, Esq.,

Solicitors for Plaintiffs

Grace R. Hartge,

Guardian ad Litem

John S. Strahorn, Esq.,

Examiner

Laura R. Jickling,

Special Stenographer

Witnesses:

Ira Shoaff Phipps

Pages 1 to 11

T. Carroll Worthington

Pages 12 to 14

Mr. Clerk:

Please file.

Jno S. Strahorn, Examiner.

I Shoaff Phipps, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. GOODMAN:

Q. 1 What is your name?

A. Ira Shoaff Phipps

Q. 2 Where do you live?

A. Deale, Maryland.

Q. 3 How long have you lived there?

A. I have been there five years going on six.

Q. 4 Are you related to Charles E. Evans?

A. Yes, Nephew.

Q. 5 Is he living?

A. No sir

Q. 6 When did he die?

A. He died the twenty-ninth of November, 1945?

Q. 7 Was his estate administered in the Orphans Court of Anne Arundel County?

A. It was.

Q. 8 I hand you two certificates and ask you if they were received from the Register of Wills of Anne Arundel County?

A. Yes, they were.

Q. 9 Do these certificates show the payment of all claims filed against the estate and all costs and inheritance taxes due to the State of Maryland.

A. Yes.

(Offered in evidence and filed herewith as Examiner's Exhibit No. 1)

Q. 10 Has the estate been closed?

A. Yes/

Q. 11 Did your uncle, Charles E. Evans, leave any brothers and sisters surviving him when he died?

A. no sir.

Q. 12 Who were his brothers and sisters?

A. Wallace Evans, brother; Ida J. Phipps, a sister; Alice E. Wells, sister; Mary E. Phipps, sister; and Annie Ford, a sister.

Q. 13 Do I understand that each one of these brothers and sisters is dead?

A. Yes sir.

Q. 14 And you say, further, that they died before your uncle, Charles E. Evans, died?

A. Yes sir, a good while.

Q. 15 Where did they all die?

A. Right there on that place.

Q. 16 Was Charles E. Evans married?

A. No sir.

Q. 17. Was Wallace Evans married?

A. Yes.

Q. 18. What was his wife's name?

A. Hester.

Q. 19. Is she living?

A. No, she died after he did.

Q. 20 Did she die before Charles E. Evans?

A. Yes.

Q. 21 Did Wallace Evans and his wife leave any children?

A. Yes three.

Q. 22. What are their names?

A. Maggie Evans Howes, Clara Evans Crandall and William H. Evans.

Q. 23. Is Clara Evans Crandall living?

A. Yes.

Q. 24 Is William Evans living?

A. No sir.

Q. 25. When did he die?

A. He died in March, 1944. He died before Charles E. Evans.

Q. 26. Was William Evans married?

A. No sir.

Q. 27 Is Maggie E. Howes living?

A. No sir.

Q. 28 When did she die?

A. She died some time before Uncle Charley. She died over a year before Uncle Charley.

Q. 29 Was Maggie married?

A. Yes.

Q. 30 Is her husband living?

A. Yes.

Q. 31 What is his name?

A. Thomas O. Howes.

Q. 32 What children did they have?

A. Well, she was married twice. She had one child by Smith, her first husband.

Q. 33 His name was Edward Smith?

A. Yes.

Q. 34 Is Edward Smith living?

A. No he was dead years ago.

Q. 35 Did he die before Uncle Charley?

A. Oh yes, a long time before.

Q. 36 What are the names of the children now living?

A. The first child was Edna, she married Owen Welch. Thomas Howes had four children: John, Naomi, Elizabeth Rogers and George Howes.

Q. 37 Are all of these five children still living?

A. Yes,

Q. 38 Are any of them under the age of twenty-one?

A. One, George Howes.

Q. 39 Is George Married?

A. Yes.

Q. 40 What is his wife's name?

A. It's Betty May Howes.

Q. 41 Where is George living with his wife?

A. At Cape Anne, Anne Arundel County.

Q. 42 You have given me the names of all of the children and grandchildren of Wallace Evans, haven't you?

A. Yes.

Q. 43 Let us consider Ida Phipps, whom you say died before your Uncle Charley. Is her husband living.

A. No sir.

Q. 44 How many children did she have?

A. She had five.

Q. 45 Name them please.

A. Myself, Ira Shoaff Phipps, May Sears, Maggie Hartge, Guy Phipps and Elsie Phipps.

Q. 46 Who of these are dead?

A. Guy Phipps and Elsie.

Q. 47 Elsie was married, wasn't she?

A. Yes.

Q. 48 What was her married name?

A. Knopp

Q. 49 When did Guy Phipps die?

A. He died I guess about six years ago.

Q. 50 That was four years before your Uncle Charley died?

A. Yes.

Q. 51 Did he leave a wife?

A. Yes.

Q. 51 What is her name

A. Della.

Q. 52 What children did they have?

A. They had six; Delma, Guy, Jr., Ida Phipps Whittington, Grace Phipps Ward, Clarence Phipps and Bertha Phipps Anderson.

Q. 53 Are they all living?

A. Yes.

Q. 54 And All adults, over twenty-one years of age?

A. Yes.

Q. 55 When did Elsie Phipps Knopp die?

A. I guess around thirty years ago.

Q. 56 Is her husband living?

A. Yes.

Q. 57 What is his name?

A. Harry Knopp

Q. 58 What children did they have?

A. They had three children.

Q. 59 What are their names?

A. William H. Knopp, Mary Pauline Parks, she is now, and they had another child, he got drowned up here at Whitehall some years ago.

Q. 60 When was that?

A. Oh, some years ago, that was when Oscar Hartge was running the yacht for Labrot.

Q. 61 Was he married?

A. No.

Q. 62 Are Pauline and William over the age of twenty-one?

A. Yes

Q. 63 We have now named all of the children and grandchildren of Ida Ida J. Phipps, have we not?

A. Yes sir.

Q. 64 Let us now consider Alice Wells. Was she married?

A. Yes sir.

Q. 65 What is her husband's name?

A. His name was Benjamin Wells.

Q. 66 Is he living?

A. No he's dead, years ago.

Q. 67 What children did Alice leave?

A. Two, Genevieve Wells Gunther and B. Carlyle Wells.

Q. Are these two children over the age of twentyone ?

A. Yes much more.

Q. 69 What children did Mary E. Phipps leave?

A. She left six, I think; Vernon, Russell, Clyde, Martha Phipps Crandall, Lena Phipps and Ernie Trott.

Q. 70 Is Ernie Trott living?

A. No, she is dead?

Q. 71 What is her husband's name?

A. Frank Trott, He's dead, he died this winter.

Q. 72 When did Ernie Trott die?

A. Oh, she died a good many years ago, I don't know exactly, long before Uncle Charley.

Q. 73 Are all of the children of Mary E. Phipps over twenty-one years?

A. Yes, sir.

Q. 74 What children did Ernie Trott leave surviving her?

A. Milton, Earl Trott, Hugh Trott, Luther and William Trott.

Q. 75 Are all of these children of Ernie Trott over the age of twenty-one?

A. Yes sir.

Q. 76 Did Annie Ford leave any children?

A. One.

Q. 77 What is his name?

A. Her name is Annie Ford Kirchner.

Q. 78 Is Annie Ford Kirchner over the age of twenty-one?

A. Yes sir.

Q. 79 Have you named all of the nieces and nephews, grand-nieces and grand-nephews living of Charles E. Evans?

A. Yes, so far as I know.

Q. 80 Are the persons whose named you have given us all of the heirs at law of your uncle, Charles E. Evans?

A. All, that's right.

Q. 81 What real estate did Mr. Evans leave at the time of his death.

A. He left three tracts of land in the Seventh District,--the first tract contains six acres and one perch, timber land on the Broadwater Road; the second contains three acres and three perches. This is in between my mother's piece and my Uncle Wallace's. The third piece is the home place which my grandfather reserved for himself and grandmother, and they willed that to him at their death, that's thirteen acres.

Q. 82 Did your Uncle Charles acquire this six acres tract of land from Virgil M. Franklin and his wife on January 3, 1921?

A. Yes, I don't know the exact date, but I helped carry the chain when they surveyed it.

Q. 83 I hand you a deed dated January 3, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 38 folio 156, from Virgil M. Franklin and wife and others to Charles E. Evans, and ask you if this is the original deed for the six acre tract?

A. It is.

(Offered in evidence, and file herewith as Examiner's Exhibit No. 2)

Q. 84 Did your Uncle Charley obtain the three acre tract from Hiram Evans and others on January 14, 1893?

A. Yes

Q. 85 I hand you a deed marked "Complianants' Exhibit No. 2", and ask you if this is the original deed to your uncle of the three acre tract of land?

A. It is.

(Offered in evidence, and filed herewith as Examiner's Exhibit No. 3)

Q. 86 As to the third tract of land, which contained thirteen acres, how did he get that?

A. It was left to him by his mother and father.

Q. 87 What was his mother's name?

A. Margaret A. Evans.

Q. 88 That Will is recorded in the Orphans Court of Anne Arundel County?

A. I think so.



Q. 89 That property is described in a deed dated February 8, 1893, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 43 folio 251, from Peter H. Evans and others to your grandmother, is it not?

A. Yes, I think so.

Q. 90 I hand you a deed marked "Complainants' Exhibit No.   ", and ask you if this deed contains a description of the thirteen acre tract now referred to which you Uncle Charley acquired by the Will of his mother, Margaret A. Evans?

A. Yes, it does.

(Offered in evidence and filed herewith as Examiner's Exhibit No. 4).

Q. 91 Is this a certified copy of the Last Will and Testament of Margaret A. Evans, the original of which is recorded among the Orphans Court Records of Anne Arundel County in Will Liber B.R.D. No. 1 Book 46 folio 379?

A. It is.

(Offered in evidence and filed herewith as Examiner's Exhibit No. 5)

Q. 92 Will you describe the three tracts of land for us please, separately.

A. The 6-1/8 acres is on the County Road on the left-hand side going to Broadwater Beach. No improvements, nothing but woodland, and very low at that, some of it.

Q. 93 What is the condition of the second tract of 3 acres and 3 perches?

A. Well, there's nothing on it, there's a waterfront across one end of it.

Q. 94 How much water front?

A. It's the width of the 3 acres and 3 perches, I don't know exactly how wide it is.

Q. 95 Any buildings on that three acre tract?

A. No none at all.

Q. 96 Tell us about the 13 acre tract.

A. Well, that has a barn or stable and a shed and a hen house near the stable. It has four hen houses around the house, two corn houses in very good condition and a meat house, and the dwelling house.

Q. 97 Describe the dwelling house for us?

A. It is a two story frame house, I guess, or a story and a half; it has five rooms and a kitchen built off from it.

Q. 98 How many bed rooms?

A. Two bedrooms.

Q. 99 And three rooms downstairs?

A. Four, with the kitchen.

Q. 100 What is the condition of the house?

A. It needs a roof on it, needs some windows in it. There's good material in the house, it was built years and years ago before I was born.

Q. 101 Does it have running water?

A. No, it has a well, a dug well.

Q. 102 Where?

A. Outside, not far from the house.

Q. 103 Is there a sink in the kitchen then?

A. No.

Q. 104 How is it heated

A. Heated with wood stoves or coal stoves, whatever you choose to use. No central heating plant.

Q. 105 Does it have electricity?

A. No.

Q. 106 Is the house easy to get to?

A. Well how you get to it, you come off the main County Road and turn right and follow another County Road to a gate at my place, then you turn left and turn right again, and follow the road right straight on down to the gate. You either go there or go overboard.

Q. 107 Do you think the three tracts of land could be divided among all the heirs of Charles E. Evans?

A. No sir.

Q. 108 What do you think should be done with the property?

A. It should be sold and the money divided among them.

Q. 109 Would that sale and division of the money be for the best interests of all the heirs, including the infant?

A. Yes, I think so.

Q. 110 How do you think the property should be sold?

A. I think it should be sold separately, each tract sold separately.

Q. 111 What do you think each tract is worth?

A. Well, that's hard for me to say.

Q. 112 Would you consider \$4,500.00 for all three tracts a fair and reasonable price?

A. It is reasonable enough. I don't know what it's worth.

In answer to the General Question, Witness answered

"No, there's nothing I want to say".

I. Shoaff Phipps.

T. Carroll Worthington, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. GOODMAN:

Q. 1. What is your name?

A. T. Carroll Worthington.

Q. 2 What is your occupation.

A. Realtor.

Q. 3 How long have you been engaged in the realty business in Anne Arundel County?

A. Since 1933.

Q. 4 Are you familiar with property values in the Seventh District of Anne Arundel County, near Deale?

A. I am.

Q. 5 Have you made any sales of property in that neighborhood recently?

A. I have.

Q. 6, Have you had occasion to examine the property owned by the late Charles E. Evans located in that District?

A. I have.

Q. 7 When was that?

A Just about a month ago.

Q. 8 Will you describe the property to us please?

A. It consists of three tract. The first piece contains six and one-eighth acres of wood-

land, with no improvements; the second is a three acre tract, no improvements, with a small waterfront; and the third piece is a thirteen acre tract which has an old house and several old out-buildings of very little value on it. To get to that thirteen acre tract you have to go through a right of way through another person's property- I don't remember the name of the owner- but I have since learned it was formerly owned by a brother of the deceased. All the buildings have very little value.

Q. 9 Will you tell us how many buildings are located on this property?

A. There are ten buildings.

Q. 10 Give us a brief description if you will?

A. There is the old house, two corn houses, a meat house, five chicken houses and one stable and shed.

Q. 11 What is the general construction of the dwelling house?

A. They are all frame,- the house is two story frame.

Q. 12 How many bedrooms are there?

A. I can't tell you that, it's so old I didn't even go through it.

Q. 13 In your opinion what is the fair market value of this entire property at this time?

A. \$4,500.00

Q. 14. Would you say that a better price for the property could be obtained by offering each of the three tracts separately at public sale?

A. I don't believe so. I believe if it is sold as one property that the waterfront part would increase the value of the woodland.

Q. 15 Are all three of these tracts joined?

A. No.

Q. 16 In what way would the water front tract increase the value of the second, or second and third not joined to it?

A. They are close enough for one person to own.

Q. 17 What, then, in your opinion, is a reasonable and fair price for each one of the tracts if offered separately?

A. 17 For the six and one-eighth acre tract-\$1,200.00; for the three and three-tenths acres - \$300.00 and for the thirteen acres and improvements - \$3,000.00.

Q. 18 Do you think this property could be divided among the heirs of the late Charles E. Evans?

A. No sir.

Q. 19 What should be done with it?

A. It should be sold and the proceeds divided among the heirs.

Q. 20 If this were done would it be to the best interests of the heirs, especially of the infant's interest, in the property?

A. In my opinion, it would.

In answer to the General Question, witness answered:

"No."

T. Carroll Worthington

There being no further witnesses to be examined on behalf of the plaintiffs at this time, and no further testimony desired on their behalf, this testimony is now closed and, at the request of plaintiffs' Solicitor, is returned to the Court.

Witness my hand and seal this 7th day of May, 1948.

Jno. S. Strahorn , (SEAL) Examiner.

Filed May 7, 1948.

DECREE.

THE above cause standing ready for hearing and being submitted by Counsel for the respective parties the Bill, Exhibits and Testimony, and all the other proceedings were, by the Court, read and considered.

IT IS THEREUPON, this 10th day of May, nineteen hundred and Forty-eight, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the fee simple property mentioned in the proceedings be sold, that William W. Townshend, Jr.,; Albert J. Goodman; and Joseph R. Gunther, be and they are hereby appointed TRUSTEES to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court, a Bond to the State of Maryland executed by themselves, and a surety or sureties to be approved by this Court, in the penalty of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in the County of Anne Arundel, State of Maryland, as they shall think proper, of the time place, manner and terms of sale, which shall be all cash at the option of the purchaser upon final ratification of the sale or sales by this Court, or one-third cash, balance in six and twelve months, with interest from the day of sale, all taxes and public charges to be adjusted as of said date, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of their proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before) the said Trustees shall, by good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him her, of them, sold, free and clear and discharged from all claim of the parties hereto Complainants and Defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Marvin I. Anderson. Judge.

Filed May 10, 1948.

SUBMISSION FOR DECREE.

TO THE HONORABLE, JUDGE OF SAID COURT:

THE above cause is respectfully submitted for Decree and the 43rd General Equity Rule is hereby waived.

Albert J. Goodman

Joseph R. Gunther,

Solicitors for Plaintiffs

William W. Townshend, Jr.,

Solicitor for Defendant

Filed May 7", 1948.

B o n d

EAGLE INDEMNITY COMPANY.

KNOW ALL MEN BY THESE PRESENTS, That we William W. Townshend, Jr., Albert J. Goodman and Joseph R. Gunther, Trustees as PRINCIPALS, and EAGLE INDEMNITY COMPANY, OF New York, N. Y., a corpora-

tion of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand (\$500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 10th day of May, Nineteen Hundred and 48.

WHEREAS, in a cause entitled "Clyde Phipps, et al vs George Howse et al." No. 9407 Equity, in a decree bearing date on or about the 10th day of May Nineteen Hundred and forty-eight, the said Trustees are authorized and empowered to make sale of the property described in said proceedings the said Trustees and about to execute said power and made sale of the property described as afore-said in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William W., Townshend, Jr., Albert J. Goodman and Joseph R. Gunther, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness: as to Jos. R. Gunther,

Albert J. Goodman (SEAL)

Marian C. Phillips

Joseph R. Gunther (SEAL)

As to W.W.T.Jr. & A.J.G.

William W. Townshend, Jr., (SEAL)

Grace R. Hartge

EAGLE INDEMNITY COMPANY

(CORPORATE SEAL)

By Benjamin Michaelson.

Attorney-in-Fact.

Filed, Approved & Recorded May 13, 1948.

John H. Hopkins, 3rd, Clerk.

ADVERTISEMENT OF SALE INSERTED IN MARYLAND GAZETTE

George W. Scible

Auctioneer

TRUSTEES' SALE of valuable WATERFRONT PROPERTY of the late CHARLES E. EVANS.

By virtue of a decree of the Circuit Court for Anne Arundel County dated May 10, 1948, passed in a cause entitled Clyde Phipps et al vs George Howes et al, known as No. 9407 Equity, the undersigned trustees will offer for sale at public auction at the Court House door in the City of Annapolis Maryland, on THUESDAY, JUNE 15th, 1948 at 11 o'clock A.M.

All those three parcels of fee simple property mentioned in said proceedings, situate on Carr's Creek, near Deale Postoffice in the Seventh Election District of Anne Arundel County, viz:

(a) Beginning for the same at a post now standing on the shore of Carr's Creek, said post being the 4th corner of lot No. 1, and running reversely with lot No. 1, North 56' 15" east 36.7 perches to a post, the third corner of lot No. 1, now standing in the line of the lands of Jacob Phipps, thence with the lands of the said Jacob Phipps and leaving lot No. 1 North 38' west 13.4 perches to a post, thence leaving the lands of Jacob Phipps and running south 56' 15" west 34.64 perches to a post planted on the shore of Carr's Creek, thence with the shore and meanderings of said creek to the point of beginning. Containing three acres and three perches of land, more or less. Unimproved.

BEING the same property which was conveyed to Charles E. Evans by Hiram Evans, et al by deed dated January 14, 1893, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 43, folio 249.

(b) Beginning for the same at a stone standing on the north side of the above mentioned county road, said stone, the 14th corner boundary of the above mentioned conveyance, and running with the outline of said conveyance north 44° 45' west 81.25 perches to a post in place of the pronged gum tree, the 13th boundary of said conveyance, thence leave outline and run south 74° west 27.5 perches to a post planted on the north side of said road, thence running with and bounding on the north side of said road south 59° 5' east 97.6 perches to place of beginning. Containing 6 1/8 acres of land, more or less, Unimproved.

Being the same property which was conveyed to Charles E. Evans by Virgil M. Franklin et al by deed dated January 3, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 38, folio 156.

(c) All that piece or parcel of ground known as part of what is called "Wayson's Folly", and containing about 33 1-3 acres, excepting the portion surveyed and divided among the children of Peter H. Evans, and for which deeds were executed during the month of January, 1893.

Being the same property which was conveyed to Margaret A. Evans by deed dated February 8, 1893 from Peter H. Evans et al, said deed recorded among the Land Records of Anne Arundel County in Liber S.H. No. 43, folio 251; and further being the same property devised to Charles E. Evans deceased, by the last Will and Testament of Margaret A. Evans.

As now laid out, containing 13 acres of ground, more or less. improved by a stable, shed, 4 hen houses, 2 corn houses, meat house, and a one and one-half story dwelling containing two bedrooms upstairs, three rooms downstairs and kitchen.

This property is near the Chesapeake Bay and faces Deale Beach. It offers a beautiful water front site for summer homes or for waterfront development.

Said parcels of land will first be offered separately, the bids reserved, and then offered as an entirety and sold in the manner that will produce the most money.

TERMS OF SALE: A deposit of \$200.00 cash on day of sale on each lot if sold separately, or a deposit of \$600.00 cash will be required at time and place of sale if sold as an entirety, the balance to be paid upon the final ratification of sale by the Court, or all cash at option of the purchaser. Deferred payments bear interest from day of sale. Taxes and all other public charges to be adjusted to date of sale.

FOR further particulars apply to the undersigned trustees.

WILLIAM W. TOWNSHEND, JR.,  
P.O. Address Box 249 Annapolis, Maryland.

ALBERT J. GOODMAN,  
Church Circle, Annapolis, Maryland.

Joseph R. Gunther,  
1008 American Building, Baltimore, Maryland.

#### AGREEMENT OF PURCHASERS

This is to certify that I have purchased at public auction from William W. Townshend, Jr., Albert J. Goodman and Joseph R. Gunther, Trustees, parcel (a), the property described in the advertisement attached hereto, for the sum of One thousand Dollars (\$1000.00); and I agree to comply with the terms of sale as set forth therein.

As witness my hand and seal this 15th day of June, 1948.

Witness:

William W. Townshend, Jr.

as to

Vernon H. Phipps

(SEAL)

This is to certify that I have purchased at public auction from William W. Townshend, Jr., Albert J. Goodman and Joseph R. Gunther, Trustees, parcel (b) described in the advertisement

attached hereto, for the sum of 400 Dollars (\$400); and I agree to comply with the terms of sale as set forth therein.

As witness my hand and seal this 15th day of June, 1948.

Witness: Wm. W. Townshend, Jr., as Geo. L. Adams (SEAL)

This is to certify that I have purchased at public auction from William W. Townshend, Jr., Albert J. Goodman and Joseph R. Gunther, Trustees, parcel (c) described in the advertisement attached hereto, for the sum of \$4000. Dollars (\$4000.); and I agree to comply with the terms of sale as set forth therein.

As witness my hand and seal this 15th day of June, 1948.

WITNESS: Joseph W. Scholz (SEAL)

William W. Townshend, Jr., as to

This is to certify that I have this day sold at public auction for William W. Townshend, Jr., Albert J. Goodman and Joseph R. Gunther, Trustees, the property described in the advertisement attached hereto to:

Parcel (a) to Vernon H. Phipps for \$1000.00

Parcel (b) to Geo. L. Adams for \$ 400.00

Parcel (c) to Joseph W. Scholz for \$4000.00

they being at that price the highest bidder(s) therefor, and I hereby certify that the said sale was fairly made.

As witness my hand and seal this 15th day of June, 1948.

WITNESS:

William W. Townshend, Jr.

Geo. W. Scible, (Seal)  
Auctioneer.

Filed June 21", 1948

ORDER NISI

ORDERED, this 21st day of June, 1948, That the sale of the property mentioned in these proceedings made and reported by William W. Townshend, Jr., Albert G. Goodman and Joseph R. Gunther, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of July next.

The report states that the amount of sales to be \$5,400.00.

John H. Hopkins, 3rd, Clerk.

Filed June 21", 1948

CERTIFICATE OF PUBLICATION.

Annapolis, Md., July 30, 1948.

We hereby certify, that the annexed Trustees' Sale- Eq. #9407- Estate of Chas. E. Evans- Clyde Phipps was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of June, 1948. The first insertion being made the 13th day of May, 1948.

THE CAPITAL-GAZETTE PRESS, INC

By R. L. Brown

Filed August 4, 1948.

FINAL ORDER

ORDERED BY THE COURT, This 4th day of August, 1948, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

MARVIN I. ANDERSON, JUDGE.

FILED August 4, 1948.

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of William W. Townshend, Jr., Albert J. Goodman and Joseph R. Gunther, trustees appointed by a decree of this Court dated May 10, 1948, passed in the above-entitled cause, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust and after having complied with all the prerequisites as required by law and the said decree and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Maryland Gazette", a newspaper printed and published in Anne Arundel County, for at least three successive weeks before the day of sale, this did, pursuant to said notice, attend in person at the court house door in the City of Annapolis, Maryland, on Tuesday, June 15, 1948, at 11 a.m., and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings in manner following, that is to say:

Each of said parcels of land, namely, parcels (a), (b) and (c), as described in the advertisement of sale attached hereto and made a part hereof, was offered separately, with the bids reserved and then all three parcels were offered as an entirety to determine which manner of sale would produce the most money; and having determined thereby that the sales of the parcels separately brought the highest price, your trustees thereupon sold:

Parcel (a), described in the advertisement attached hereto as containing 3 acres and 3 perches of land, more or less, to Vernon H. Phipps at and for the sum of \$1,000.00, he being at that price then and there the highest bidder therefor.

Parcel (b), described in said advertisement as containing 6 1/8 acres of land, more or less, to George L. Adams at and for the sum of \$400.00, he being at that price then and there the highest bidder therefor.

Parcel (c), described in said advertisement as originally containing about 33 1/2 acres, excepting that portion referred to, leaving 13 acres of land, more or less, to Joseph W. Scholz at and for the sum of \$4,000.00, he being at that price then and there the highest bidder therefor.

The said purchasers have agreed to comply with the terms of sale.

The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND AS IN DUTY BOUND, ETC.

WILLIAM W. TOWNSHEND, JR.

ALBERT J. GOODMAN

JOSEPH R. GUNTHER,

Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared William W,



Townshend, Jr., Albert J. Goodman and Joseph R. Gunther, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sales were fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Grace R. Hartge, Notary Public

Filed June 21, 1948.

ORDER NISI

Ordered, this 21st day of June, 1948, That the sale of the property mentioned in these proceedings made and report by William W. Townshend, Jr., Albert G. Goodman and Joseph R. Gunther, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anna Arundel County, once in each of three successive weeks before the 24th day of July next.

The report states that the amount of sales to be \$5,400.00

John H. Hopkins, 3rd, Clerk.

True Copy Test:

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 30, 1948

We hereby certify, that the annexed Order Nisi, Eq. #9407- Clyde Phipps was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of July, 1948. The first insertion being made the 1st day of July, 1948.

THE CAPITAL GAZETTE PRESS, Inc.,

By R. L. Brown.

Filed Aug 4<sup>th</sup>, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. August 9, 1948

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Clyde Phipps and Wife, et al vs. George Howes and Wife,

in ac.

To Trustees for Commissions, viz:

193.18

To Trustees for Court costs, viz:

Plaintiff's Solicitor's appearance fee	10.00
Clerk of Court - Court costs	39.50
Jos. W. Alton-Sheriff's costs	1.90
Auditor - stating this account	<u>22.50</u>

73.90

To Trustees for Expenses, viz:

Capital-Gazette Press- advertising sale	61.00
Capital-Gazette Press- handbills and tax	15.30
Capital-Gazette Press -Order Nisi (sale)	5.00
Capital-Gazette Press- Order Nisi (Acct.)	5.00
The Evening Star Newspaper Co.-adv.sale	7.48
Eagle Indemnity Co.- bond premium	20.00

George W. Scible-auctioneer's fee	25.00	
John S. Strahorn- examiner's fee	8.00	
Laura R. Jickling -stenographer's fee	9.50	
Grace R. Hartge- guardian ad litem's fee	4.00	
Register-of-Wills- certified copies of Will and Final Account	8.00	
T. C. Worthington-appraisal & testimony	50.00	
one-half Fed. and State revenue stamps (a)	1.10	
One-half Fed. and State revenue stamps (B)	.55	
One-half Fed. and State revenue stamps(C)	4.40	
Grace R. Hartge- notary fee	<u>1.00</u>	225.33

## To Trustee for Taxes, viz:

1948 State and County taxes-(\$20.21-adjusted to 6/15/48)		10.95
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BALANCE FOR DISTRIBUTION- \$4,935.96

## Distributed to heirs at law of Charles E. Evans, as follows:

To the children and grandchildren of Wallace Evans, deceased brother, one-fifth, viz:

Clara Evans Crandall, niece- one-tenth	493.59	
Edna Howes Welch, grandniece-1/50	98.72	
John Howes, grandnephew - 1/50	98.72	
Naomi Evans Howes, grandniece- 1/50	98.72	
Elizabeth H. Rogers, grandniece- 1/50	98.72	
George Howes, grandnephew- 1/50	<u>98.72</u>	987.19

To the children and grandchildren of Ida Evans Phipps, deceased sister, one-fifth, viz:

I. Shoaff Phipps, nephew, 1/25	197.44	
May P. Sears, niece - 1/25	197.44	
Maggie P. Hartge, niece- 1/25	197.44	
Delmar Phipps , grandniece- 1/150	32.90	
Guy H. Phipps, Jr., grandnephew- 1/150	32.90	
Ida P. Whittington, grandniece- 1/150	32.91	
Grace Phipps Ward, grandniece- 1/150	32.91	
Clarence Phipps, grandnephew- 1/150	32.91	
Bertha P. Anderson, grandniece-1/150	32.91	
William H. Knopp, grandnephew - 1/.50	98.72	
Mary Pauline Phipps, grandniece - 1/50	<u>98.72</u>	987.20

To the children of Alice Wells, deceased sister - one-fifth, viz:-

Genevieve Wells Gunther, niece -1/10	493.59	
B. Carlyle Wells, nephew- 1/10	<u>493.60</u>	987.19

To the children and grandchildren of Mary E. Phipps,

deceased sister, one-fifth, Viz:

Vernon H. Phipps, nephew - 1/30	164.53
Russell Phipps, nephew - 1/30	164.53
Clyde Phipps, nephew - 1/30	164.53
Martha P. Crandall, niece - 1/30	164.53

Lena Phipps, niece - 1/30	164.53	
Milton Trott, grandnephew - 1/50	32.90	
Earl Trott, grandnephew - 1/150	32.91	
Hugh Trott, grandnephew- 1/150	32.91	
Luther Trott, grandnephew - 1/150	32.91	
William D. Trott, grandnephew- 1/150	<u>32.91</u>	987.19
To the children of Annie Ford, deceased sister, one-fifth, viz:		
Annie Ford Kirchner, niece- one-fifth		<u>987.19</u>
		<u><u>5,439.32</u></u>

WITH William W. Townshend, Jr., Albert J. Goodman and Joseph R. Gunther, Trustees, Cr.  
1948

June 15. Proceeds of Sales, viz:	1,000.00	
Parcel A (3 acres)		
Interest on deferred payment	<u>6.66</u>	1,006.66
Parcel B (6-1/8 acres)	400.00	
Interest on deferred payment	<u>1.66</u>	401.66
Parcel C (13 Acres)	4,000.00	
Interest on deferred payment	<u>31.00</u>	4,031.00
		<u><u>5,439.32</u></u>

ORDER NISI

ORDERED, This 10" day of August, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11" day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of four successive weeks before the 11" day of September next.

John H. Hopkins, 3rd, Clerk.

Filed August 10, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 14, 1948.

We hereby certify, that the annexed Order of Nisi, Eq. #9407 Auditor's account- Clyde Phipps was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of September, 1948. The first insertion being made the 12th day of August, 1948

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

FILED Sept. 14", 1948.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 15th day of September, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

MARVIN I. ANDERSON, JUDGE.

Filed September 15, 1948.

"IN THE MATTER OF THE SALE OF	:	No. 3418 EQUITY
THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
ALBERT K. STARLINGS and	:	ANNE ARUNDEL COUNTY.
ELLA C. STARLINGS."	:	

DEED

THIS DEED made this Twenty fourth day of May Eighteen hundred and eighty four between Frank Starlings and Nettie Starlings, his wife and Wilson E. Starlings of Baltimore City, Virginia E. Starlings, Laura I Starlings, William Frisby Anderson and Victoria M. L. Anderson, his wife, Richard F. Duvall and Florence E. Duvall, his wife, of Anne Arundel County and all of the State of Maryland, of the one part; and Albert K. Starlings and Sarah A. Starlings, of Anne Arundel County and the said State, of the other part.

WHEREAS under certain proceedings conducted in the Orphans Court for Anne Arundel County for the sale of a portion of the real estate of which George K. Starlings, the father of the above mentioned Frank Starlings, Wilson E. Starlings, Virginia, Laura, Victoria, Florence and Albert and husband of the said Sarah to aid the personal estate in the payment of debts for which said personal estate was inadequate, a decree was passed by the said Court on the Thirteenth of July Eighteen hundred and seventy five for the sale of a certain parcel of the real estate of which said George W. Starlings died seised and by said decree one James Deale of James, was appointed trustee to make such sale, who acting under the authority of said decree afterwards on the fifth day of August Eighteen hundred and seventy-five sold said parcel of land to the said Albert K. Starlings at public sale, which sale was report to and ratified by said Court. And whereas the said James Deale of James departed this life leaving said trust not completed and after his death the said Orphans' Court appointed Thomas I. Franklin trustee in the stead of said Deale, as will more fully appear by reference to the said proceedings now of record in the said Orphans Court. And Whereas the said parcel of land so sold to the said Albert K. Stallings contained the quantity of One hundred and one and a half acres more or less and is the same land conveyed to the said George W. Starlings by deed from Alexander Hamilton Hall and Mary Hall his wife dated the twenty-first day of April eighteen hundred and sixty and recorded in Liber N.H.G. No. 9, folio 169 &c., one of the Land Record Books for Anne Arundel County and which is more particularly described in a deed thereof from Octavius M. Lyles and Benjamin Carr to said Alexander Hamilton Hall dated the eighth day of October Eighteen hundred and fifty-five and recorded in Liber N.H.G. No. 5, folio 34 &c., one other of the Land Record Books for said County as by reference to said two Books will more fully appear. And whereas after-wards the said Albert K. Hastings having fully paid the purchase money for said parcel of land and received a deed therefor from the said Thomas I. Franklin trustee as aforesaid dated the Twenty-fifth day of July Eighteen hundred and seventy-eight and recorded in Liber S.H. No. 12 folio 288 &c., one other of the said Land Records as by reference thereto will appear.

AND WHEREAS there was no provision made in the before mentioned proceedings in reference to the Dower of the said Sarah A. Starlings in the real estate of which her before mentioned husband died seised and there has been no assignment of Dower made to her but it was understood between the said Sarah A. Starlings and all of the children and heirs at Law of the said George W. Starlings that in consideration that the said Sarah should acquiesce in the Sale

of the said parcel of land, that she should have and receive as and for her dower in the real estate of her deceased husband a certain other parcel of land containing about forty nine Acres owned by her said husband which had been conveyed to him by deed from Thomas G. Hardesty and Mary Ann Hardesty, his wife and others dated the fourth day of June Eighteen hundred and forty-six and recorded in Liber I. H. N. No. 2 folio 15 &c , one other of the Land Record Books of said County as by reference thereto will appear and which adjoined that parcel of land which the said Sarah received as her portion of the real estate of James Nutwell her father under a decree for the partition thereof dated the Twentieth day of May Eighteen hundred and Thirty seven in the High Court of Chancery.

AND Whereas in accordance with said agreement the said Sarah was by the heirs aforesaid put into possession of the said parcel of real estate and has held the same as and for her Dower ever since but there has been no grant or conveyance of the same to her. And Whereas the said Albert K. Starlings having purchased said real estate in good faith and having paid the purchase money for the same, and the said Sarah A. Starlings having accepted the before mentioned agreement in reference to her Dower in good faith it is right and proper that all doubt should be removed as to the entire validity of the title to said several parcels of real estate so purchased by said Albert and agreed to be taken by the said Sarah as aforesaid and to perfect such title these premises are executed.

NOW therefore this deed witnesseth that for and in consideration of the premises aforesaid and of the sum of ten dollars current money in hand paid by the said Albert and Sarah, and the more effectually to confirm and establish the title of the said Albert K. Starlings to the parcel of land so sold to him as aforesaid against every insufficiency, informality or defect in the before mentioned proceedings in the Orphans Court and to confirm the said other parcel of land to the said Sarah A. Starlings as and for her Dower in the entire real estate of which her aforesaid husband died seised, the said parties hereto of the first part do hereby grant, bargain, sell and convey to the said Albert K. Starlings and to his heirs and assigns in fee all the hereinbefore mentioned parcel of land so sold to him as aforesaid and to the said Sarah A. Starlings for and during her natural life the other aforesaid parcel of land so assigned to and accepted by her as and for her Dower as before stated together with all the improvements on the said several parcels of land erected and all the rights, privileges and appertenances attached and belonging to or enjoyed with the same and each of them.

In Witness Whereof the said several parties hereto of the first part and each of them have hereto signed their names and affixed their seals.

Signed, sealed and delivered

in the presence of

Nich's R. Nicholson, J.P.

TEST as to

Frank Starling\_, Nellie Starlings\_ and

Witson E. Starling\_

G. W. McCaffray

Richard F. Duvall (SEAL)

Florence E. Duvall (SEAL)

Wm. Frisby Anderson (SEAL)

Victoria M. L. Anderson (SEAL)

Virginia E. Starlings (SEAL)

Laura J. Starlings (SEAL)

Frank Starlings (SEAL)

Nellie Starlings (SEAL)

W. E. Starlings (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 24th day of May Eighteen hundred and Eighty four before the subscriber a justice of the Peace of the State of Maryland in and for Anne Arundel County

personally appeared the within named Virginia E. Starlings and Laura J. Starlings and each acknowledged and executed the foregoing instrument of writing to be their act and deed.

Nich's R. Nicholson, J.P.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 24th day of May, Eighteen hundred and eighty-four, before the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally appeared the within named William Frisby Anderson, Victoria M. L. Anderson, his wife, Richard F. Duvall and Florence E. Duvall, his wife, and each and severally executed and acknowledged the foregoing instrument of writing to be their and each of their act and deed.

Nich's R. Nicholson, J.P.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this twenty fourth day of May Eighteen hundred and eighty-four before the subscriber a Justice of the Peace of the State of Maryland in and for the City of Baltimore personally appeared the within named Frank Starling\_, Nellie Starlings, his wife, and Wilson E. Starling\_, and each and severally executed and acknowledged the within instrument to be their act and deed.

Geo. McCaffray, J. P.

STATE OF MARYLAND, BALTIMORE CITY, SCT:

I HEREBY CERTIFY, That George McCaffray, Esquire, before whom the annexed acknowledgements were made, and who has thereto subscribed his name, was, at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 24th day of May, A. D. 1884.

Jas. Bond

(Court Seal)

Clerk of the Superior Court of Baltimore City.

Recorded 26<sup>th</sup> May, 1884, in Liber S.H. No. 23, folio 526, etc.,

#### MORTGAGE

THIS MORTGAGE, Made this \_\_\_ day of September, in the year nineteen hundred and four by Albert K. Starlings and Ella C. Starlings, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and The Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part, witnesseth:

WHEREAS, the parties of the first part have this day received by way of loan an advance from the said Savings Institution of the sum of One Thousand Dollars (\$1000) for the payment whereof five years after date the parties of the first part have passed to said Savings Institution their promissory note of even date herewith, and for the payment of the semi-annual interest on said principal sum reserved, the said parties of the first part have also passed to the said Savings Institution their ten other promissory notes of even date herewith, each being for the sum of Thirty Dollars (\$30.) and payable at intervals of six months each; and whereas the execution of these presents to secure the payment of the aforesaid notes, was a condition precedent to said loan:

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property: namely:-

ALL that tract of land situate in the Eighth Election District of Anne Arundel County and consisting of about one hundred and one acres more or less, which was conveyed to said Albert K. Starlings by Thomas I. Franklin, Trustee, by deed dated the 25th day of January, 1878, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 12, folio 288, the title whereof was afterwards confirmed and made good to said Albert K. Starlings by deed from Frank Starlings and wife and others, dated the 4th day of May, 1884, and recorded as aforesaid in Liber S.H. No. 23, folio 526, the title whereof will fully appear by reference to the aforesaid deeds.

TOGETHER with the buildings and improvements thereon and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of The Annapolis Savings Institution, its successors and assigns forever .

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows, during the existence of this mortgage:

(A) To notify the mortgagee within five days in case the property hereby mortgaged is vacated or from any cause becomes unoccupied.

(B) To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby.

(C) To pay the mortgage debt hereby secured and the interest thereon promptly, according to the tenor of the aforesaid promissory notes.

(D) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors or assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to inure to the benefit of the said mortgagee to the extent of the lien or claim hereunder, and to deliver to the mortgagee the fire insurance policy.

(E) To keep the improvements on the land hereby conveyed in good repair, committing no waste and suffering none to be committed.

(F) To open an account within six months days from the date of these presents with the Annapolis Savings Institution in the name of Albert K. Starlings use of the Annapolis Savings Institution and to deposit to the credit of said account at least the sum of one hundred dollars annually, the said deposit to be applied toward the liquidation of the mortgage debt hereby secured when due, or when this mortgage is in default, at which time the said Savings Institution is hereby authorized to apply said money toward the satisfaction of the claim due on this mortgage.

(G) And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property, and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed within thirty days after a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt within six months from the date of demand, and upon a failure of the mortgagors to meet said demand the mortgage shall be in default.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns shall well and truly pay the aforesaid sum of One Thousand Dollars (\$1000) together with the semi annual interest thereon reserved, according to the tenor of the aforesaid promissory notes, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

But if default be made in the payment of said money or the interest thereon to accrue, or any part of either one of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for The Annapolis Savings Institution its successors or assigns, or James M. Monroe, its Attorney or Agent, at any time after said default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in manner following, viz: Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel county, and such other notice as may be deemed expedient by the mortgagee or its Attorney, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, including an appearance fee and such other fee as may be allowed by the Court upon sufficient reason shown therefor; and the premium on any bond that may be given for the faithful execution of his trust by the party making the sale. Second, to the payment of a commission to the party making the sale of said property at the rate of seven per cent on the gross proceeds of the sale of the property. Third, to the payment of all claims of the said mortgagee, its successors or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagors their personal representatives or assigns, or to whomever may be entitled to the same, and in event of default under this mortgage and advertisement of the property for sale and settlement of the claims of mortgagee before sale of the mortgagors shall pay all costs and expenses and one-half commissions and appearance fee.

WITNESS, the hands and seals of the said mortgagors.

TEST:-

John N. Davis

ALBERT K. STARLINGS (SEAL)

ELLA C. STARLINGS (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 29th day of September, in the year nineteen hundred and four, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel county, aforesaid, personally appeared Eugene Worthington, the Cashier and Secretary of The Annapolis Savings Institution, the within named mortgagee and made oath, in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Cashier and Secretary of the within named mortgagee, and duly authorized to make this affidavit. And, also, made oath, in due form of law that the said mortgagee has not required the mortgagors, their agent or attorney or any person for the said mortgagor to pay the tax levied upon the interest covenanted to be paid in advance nor will it require any tax levied thereon to be paid by the mortgagors or any person for them during the existence of this mortgage.

John N. Davis,

STATE OF MARYLAND, Anne Arundel County, to wit:

Justice of the Peace.



I HEREBY CERTIFY, that on this 29<sup>th</sup> day of September, in the year nineteen hundred and four before me the subscriber, a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally appeared Albert K. Starlings and Ella C. Starlings, his wife, and acknowledged the foregoing mortgage to be their act.

John N. Davis, Justice of the Peace.

Recorded 29<sup>th</sup> Sept. 1904, 12-M., Liber G.W. No. 32, folio 147, etc.

ASSIGNMENT

For value received, The Annapolis Savings Institution does hereby assign this mortgage and the notes thereby secured to Ella C. Starlings, widow of Albert K. Starlings, without recourse.

WITNESS the hand of the President of said Institution and its corporate seal, attested by its Secretary and Cashier this 9th day of January, 1906.

(Corporate Seal)

J. H. Contee

President of the Annapolis Savings Institution.

Recorded 9 Jan. 1906, in Liber G.W. No. 32, folio 150.

Assignment:

For value received I hereby assign this mortgage and the notes thereby secured to Robert Moss for the purpose of foreclosure-

Witness my hand and seal this 12th day of November, A.D. 1910

Witness:

Ella C. Starlings

(SEAL)

Clara C. Russell

(Corporate Seal)

Eugene Worthington,

Secretary and Cashier of The Annapolis Savings Institution.

Filed 12 December, 1910.

LAST WILL AND TESTAMENT OF ALBERT K. STARLINGS, DEC'D.

I, Albert K. Starlings of Anne Arundel County, State of Maryland, being of sound and disposing mind and memory and understanding, do make and published this, my last will and testament in manner following, that is to say:-

FIRSTLY: I will and devise the payment of my just debts.

SECONDLY: I will and direct after the payment of my just debts, the balance and remainder of my property, real, personal and mixed to my dear wife, Ella C. Starlings, during her life, and after her death if my youngest son, Paul Nutwell Starlings has not arrived at the age of twenty-one, then the Trustees hereinafter provided, shall provide the proceeds of my farm to the education and support of my sons, Albert Knox and Paul Nutwell until they have arrived at the age of twenty-one, then I direct that the farm shall be sold and the proceeds divided equally among my four sons, Albert Sydney Nicholas Knox, Albert Knox and Paul Nutwell Starlings, share and share alike.

THIRDLY: Having advanced to my son, Albert Sydney, money to secure his medical education, I will that my said son, Albert Sydney, shall pay to his mother, my dear wife, Ella C. Starlings two hundred dollars per year for five years, without interest, and any payment made by him to me during my lifetime shall be deducted from the said one thousand dollars.

FOURTHLY: I nominate and appoint my dear wife, ELLA C. STARLINGS and my son Albert Sidney Starlings, my executors, and it is my wish that they be not required to give bond.

FIFTHLY: After the death of my dear wife, Ella C. Starlings, I hereby appoint my sons Albert Sidney and Nicholas Knox Starlings, Trustees to carry out my will and devise in reference to my real estate.

In testimony whereof, I have hereunto subscribed my name and affix my seal this Fifteenth day of February in the year nineteen hundred and two.

Albert K. Starlings, (SEAL)

Signed, Sealed, published and declared by Albert K. Starlings, the above named testator, as and for his last will and testament in the presence of us at this request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

R. Vinton Clayton

J. Guy Thompson

Wm. M. Boucher,

ANNE ARUNDEL COUNTY, Ss:-

On the Twenty-fifth day of March 1905, came Albert Sydney Starlings and made Oath in due form of law, that he does not know of any Will or Codicil of Albert K. Starlings, late of said County, deceased, other than the above instrument, of writing, and that he received the same from among his private papers in his dwelling house in the City of Annapolis, since his deceased and that the deceased departed this life on or about the Third day of March, 1905.

Sworn to in open Court.

Test: Luther A. Palmer

Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, Ss:

On the Twenty-seventh day of March, 1905, came R. Vinton Clayton and J. Guy Thompson, two of the subscribing witnesses to the foregoing last Will and Testament of Albert K. Starlings, late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with William M. Boucher, the other subscribing witness subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to in open Court.

Test: Luther A. Palmer

Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, Ss:

On the Twenty-eighth day of March, 1905, came William M. Boucher, one of the subscribing witnesses to the foregoing last Will and Testament of Albert K. Starlings, late of said County, deceased, and made oath in due form of law, that he did see the Testator sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with R. Vinton Clayton and J. Guy Thompson, the other subscribing witnesses, subscribed his name as witness to this Will in his presence at his request and in presence of each other.

Sworn to in open Court.

Test: Luther A. Palmer

Register of Wills for Anne Arundel County.

IN THE ORPHANS COURT OF ANNE ARUNDEL COUNTY.

The Court after having carefully examined the above last Will and Testament of Albert K. Starlings, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this Twenty-eighth day of March, 1905, that the same be admitted in this Court as the

✓ true and genuine Last Will and Testament of the said Albert K. Starlings, deceased.

Henry A. Tydings, C.J.

James Cusack, A.J.

John T. Jeffrey, A. J.

(SEAL) STATE OF MARYLAND, ANNE ARUNDEL COUNTY.

I, ODEN B. DUCKETT, Register of Wills, and by law Keeper of the Seal, and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the LAST WILL AND TESTAMENT of ALBERT K. STARLINGS, late of said County, deceased, together with the proofs and probate thereof taken from Liber R.B. No. 1, Folio 282 one of the Will Record Books Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I-hereunto subscribe my hand and affix the Seal of said Court this 3rd day of November, in the year of our Lord nineteen hundred and ten.

(COURT SEAL)

Oden B. Duckett

Register of Wills for Anne Arundel County.

Filed, 25 March, 1905.

ASSIGNEE'S BOND.

Mr. Clerk:

Please docket this suit, filed and approve bond,

Robert Moss, Assignee.

KNOW ALL MEN BY THESE PRESENTS, that we, Robert Moss of the City of Annapolis, State of Maryland, as principal and the AMERICAN BONDING COMPANY OF BALTIMORE, a body corporate, duly incorporated under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 23rd day of November, in the year of our Lord nineteen hundred and ten,

WHEREAS, the above bounden Robert Moss by virtue of the power contained in a mortgage from Albert K. Starlings and Ella C. Starlings, to The Annapolis Savings Institution bearing date the 29th day of September, 1904, and recorded among the mortgage records of Anne Arundel County in Liber G.W. No. 32, Folio 147, and duly assigned to said Robert Moss for the purpose of foreclosure by short assignment dated November 12th, 1910, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Robert Moss do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Robert Moss has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Vice President, attested by its Asst. Secretary, the day and year first herein above written.

Signed, Sealed and Delivered in  
the presence of

Robert Moss

(SEAL)

Clara C. Russell

Attest:

Ridgely P. Melvin

Asst. Secretary.

AMERICAN BONDING COMPANY OF BALTIMORE

By L. J. H. Gadd

Vice - President.

Bond filed and approved Dec. 12, 1910.

Geo. Wells, Clk.

Basil & Saffield

Auctioneers

ASSIGNEE'S SALE

Of a VALUABLE FARM ON HERRING BAY, In the Eighth Election District of Anne Arundel County.

At the request of the adult owners and in execution of a power of sale contained in a mortgage from the late Albert K. Starlings and wife, dated the 29th day of September, A. D. 1904, and duly recorded among the Land Records of Anne Arundel County, in Liber G.W. No. 32, folio 147 &c., and which said mortgage has been duly assigned to me, I will offer to public sale at the Court House door, in the City of Annapolis, Md., on TUESDAY, DECEMBER 20, '10, at 12 O'clock Noon, the following tract of land:

ALL That tract of land of which the late Albert K. Starlings, died, seized and possessed and upon which he resided for many years, situated on Herring Bay, in the Eighth Election District of Anne Arundel County, and containing about one hundred and five acres of land, more or less. This land is elevated and from the dwelling and many points on the place a full view up and down the Chesapeake Bay as far as the eye can reach can be had. This farm is one and one-half miles from Fair Haven steamboat landing, and the farm fronts one-fourth of a mile on Herring Bay, a wide tributary of the Chesapeake Bay. There is a public school within one-half mile of the farm. An oyster lot of four acres will go with the farm. Game, fish and oysters in abundance can be had at this farm and the waters in front of the same. The land is adapted to the growth of corn, wheat and tobacco, and also fruits and vegetables.

New Eight-room Frame Dwelling; two Tenant Houses, two Barns, Stable and Ice House, and the other necessary outbuildings.

The farm is at Tracey's Creek where a yacht or power boat can be safely kept.

Terms of Sale: One-half cash upon the final ratification of the sale and the balance in equal installments of one and two years. Deferred payments to be secured to the satisfaction of the Assignee, and to bear interest from day of sale, or all cash at option of the purchaser. A deposit of \$200. will be required on day of sale.

Robert Moss, Assignee, Annapolis, Md.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Robert Moss, Assignee to make sale of the real estate in said cause mentioned, respectfully shows:

That after giving bond with security for the faithful performance of the covenants contained in said mortgage, and after having complied with all the prerequisites as required by law, and the covenants contained in said mortgage, and after giving notice of the time, place manner and terms of sale, inserted in the Advertiser-Republican, a newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, a copy of which advertisement is hereto annexed, and also by means of hand-bills circulated in the neighborhood of said property

he did pursuant to said notice attend at public sale at the Court House Door in the City of Annapolis, Maryland. Tuesday, December the 20th, nineteen hundred and ten at twelve-o'clock M., and then and there in the presence of a number of persons there assembled proceeded to offer said property at public sale to the highest bidder on the terms named in said advertisement. And at said sale Mrs. Ella C. Starlings being then and there the highest bidder, the property was sold to her at and for the sum of Fifty-five Hundred dollars.

Respectfully submitted,

Robert Moss, Assignee.

STATE OF MARYLAND, Anne Arundel County, to wit:

On this 28th day of December, in the year nineteen hundred and ten, before me, a Deputy Clerk, of the Circuit Court for Anne Arundel County, personally appeared Robert Moss, Assignee, and made oath in due form of law, that the matters and things stated in the foregoing report of sale, are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

Wm. N. Woodward, Deputy Clerk.

Filed 28 December, 1910

ORDER OF COURT

Ordered this 28 day of December, in the year nineteen hundred and ten, that the sale of the property mentioned in these proceedings, made and reported by Robert Moss, Assignee to make sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of January next; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in three successive weeks before the 31st day of January next.

The report states the amount of sale to be Fifty-five Hundred Dollars.

Geo. Wells, Clerk.

Filed 28 December, 1910

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 13, 1913.

I hereby certify that the annexed Order Nisi, In the Matter of the Sale of the Mortgaged Real Estate of Albert K. Starlings & Ella C. Starlings, No. 3418 Equity, was published in THE ADVERTISER-REPUBLICAN a newspaper published in the City of Annapolis, once a week for Three successive weeks before the 31st day of January, 1911. The first inserting being made the 5th day of January 1911.

W. M. Holladay, Publisher, Per M.L.V.

Filed 14 June, 1913

FINAL ORDER

Ordered by the Court, this 14 day of June, in the year nineteen hundred and thirteen, that the sale made and reported by Robert Moss, Assignee as aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause, and the said Assignee is allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor.

Jas. R. Brashears.

Filed 14 January, 1913

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from then has stated the within account in which after the allowance of costs, commissions,

expenses, and the mortgage claim in full, he has distributed the balance to Ella C. Starlings, life tenant under the will of Albert K. Starlings, deceased.

All of which is respectfully submitted.

James W. Owens, Auditor.

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ALBERT K. STARLINGS AND ELLA C.  
2- STARLINGS IN AC.

1910

Dec. 20 To Assignee for his commissions as provided by the

mortgage seven per cent

\$ 385.00

To the Assignee for his expenses

To Assignee for his expenses, viz:

" Auctioneer

\$ 10.00

" Premium on Bond

42.00

" Advertising, Advertiser-Republican

15.00

\$ 67.00

To the Assignee for Court costs, viz:

To Plaintiff's Solicitor

10.00

" Clerk of Court

13.60

" Register of Wills

2.50

" Auditor

9.00

\$ 35.10

To Ella C. Starlings, Assignee of Mortgage

to the Annapolis Savings Institution,

Mortgagee in full of mortgage claim filed

\$1373.50

To Ella C. Starlings, life tenant, this balance

\$3639.40

\$5500.00

Add'l., costs Clerk

5.15

With ROBERT MOSS, ASSIGNEE.

Cr.

1910

Dec. 20 By proceeds of sale of real estate

as per report filed

\$5500.00

\$5,500.00

Filed 6 Nov. 1913

not completed

not completed

VALERIA A. GILLELAND and	:	No. 8332 EQUITY
GEORGE T. GILLELAND, her husband,	:	IN
MARY E. SHERRILL, widow,	:	THE CIRCUIT COURT
Plaintiffs,	:	FOR
vs	:	
CATHERINE A. ALLISON, widow,	:	ANNE ARUNDEL COUNTY
AGATHA WILLETT and	:	
JULIUS E. WILLETT, her husband	:	
	:: :: :: :: ::	

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

Your orators, complaining, say:

1. That your orators Valeria A. Gilleland, who married George T. Gilleland, Mary E. Sherrill, widow, and the defendants, Catherine A. Allison, widow, and Agatha Willett, <sup>married Julius E. Willett,</sup> are the owners in fee simple, as Joint Tenants, of all that lot of ground and improvements, consisting of a small cottage, situated at North Beach Park, Anne Arundel County, Maryland, being the same property which was conveyed to Catherine A. Allison, Agatha Willett, Valeria A. Gilleland and Mary E. Sherrill, as Joint Tenants by Herman E. Burgess and Catherine S. Burgess, his wife, by deed dated August 10, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 93, folio 48, a certified copy of said deed being filed herewith as a part hereof, marked "Plaintiff's Exhibit A".

2. That your orators, Valeria A. Gilleland and Mary E. Sherrill desire to sever said Joint Tenancy and cannot agree with the said defendants on the purchase price of their respective interests in said property.

3. That a controversy has also arisen as to the proper persons on whom the payment of taxes

and other expenses of said property should be placed.

4. That, under the circumstances, it would be to the best interests of the parties to this suit that said property be sold and the proceeds thereof be distributed to the parties hereto as their interests may appear.

To the end, therefore,

(1) That a trustee may be appointed by this Court to sell said property and distribute the proceeds thereof under the direction of this Court.

(2) That your orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your orators writs of subpoena directed to the said Catherine A. Allison and Agatha Willett and Julius E. Willett, residing at 4413 Holladay Street, Brentwood, Maryland, commanding them to be and appear in this Court at some certain day to be named therein to answer said premises and to abide by and perform such decrees as may be passed therein.

And as in duty bound, etc.

Benjamin Michaelson

Solicitor for Plaintiffs.

Valeria A. Gilleland

Geo. T. Gilleland

Mary E. Sherrill

Filed April 1, 1942.

" PLAINTIFFS' EXHIBIT A" EXAMS. EXH. I,

CERTIFIED COPY OF DEED.

This Deed made this 10th day of August, in the year of our Lord One Thousand Nine Hundred and Thirty-one, by and between Herman R. Burgess and Catherine S. Burgess, his wife, of Prince George County, Maryland, parties of the first part, and Catherine A. Allison of Prince George County, Maryland, Agatha Willett of Fairfax County, Virginia, and Valeria A. Gilleland, and Mary E. Sherrill of Montgomery County, Maryland, parties of the second part.

Witnesseth, that in consideration of Ten 00/100 \_ the said parties of the first part do grant and convey unto Catherine A. Allison, Agatha Willett, Valeria A. Gilleland and Mary E. Sherrill as Joint Tenants parties of the second part their heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and being described as follows to wit:

All that lot or parcel of ground located in the Eighth Election District of Anne Arundel County, Maryland, in North Beach Park, which is designated as part of Lot No. 2, Block 5 on the Plat of "North Beach Park" a redivision of Holland Point Addition to North Beach", recorded among the Land Records of Anne Arundel County, in Plat Book W.N.W. No. 2, folios 30 and 31, said lot of ground fronting thirty-three (33) feet on the Beach Front and having an even depth therefrom of One Hundred (100) feet to a fifteen foot alley, separating said lot from the property of Robert M. Estes and Wife.

Together with the buildings and improvements thereupon, erected made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

To Have and To Hold the described piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use benefit and behoof forever, of the said Catherine A. Allison, Agatha Willett, Valeria A. Gilleland and Mary E. Sherrill, as Joint Tenants, their heirs and assigns.



And the said parties of the first part covenant that they will warrant specially the property hereby conveyed, and that they are seized of the land hereby conveyed, that they have a right to convey said land; that the said parties of the second part shall quietly enjoy said land; that they have done no act to encumber said land; and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals.

Test:

Herman E. Burgess (SEAL)

A. E. Burgess, as to both.

Catherine S. Burgess (SEAL)

STATE OF MARYLAND, County of Prince Georges, S.S.:

I Hereby Certify that on this 10th day of August, 1931, before the subscriber, a Notary Public personally appeared Herman E. Burgess and Catherine S. Burgess, his wife, and did each acknowledge the foregoing Deed to be their act.

In Testimony Whereof, I have affixed my official seal this 10th day of August, A. D. 1931.

(Notarial Seal)

A. E. Burgess, Notary Public

Recorded 1st Sept. 1931, at 2 P.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 93, folio 48, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 31st day of March, A. D. 1942.

John H. Hopkins, 3rd, Clerk.

Filed April 1, 1942.

ANSWER.

To the Honorable, the Judges of said Court:

The defendants Agatha Willett and Julius E. Willett, her husband, through their attorneys, Keane and Keane for answer to the herein bill respectfully represent to this honorable Court as follows:

- (1) The defendants admit the allegations contained in paragraph one.
- (2) The defendants neither affirm nor deny the allegations contained in paragraph two and demand strict proof thereof.
- (3) The defendants admit the allegations contained in paragraph three.
- (4) The defendants neither affirm nor deny the allegations contained in paragraph four and demand strict proof thereof.
- (5) And for further answer to the herein Bill defendants aver that complainants have derived revenue from the rental of the said property and have refused to account for same and further that complainants have kept said property in their possession and refused defendants the use and enjoyment thereof; that complainants offered to purchase defendants interest in said property for Two Hundred and Fifty Dollars, (\$250.00) and that defendants made complainants the same offer which was ignored; defendants further aver that complainants brought this Bill solely in an effort to frighten said defendants into selling their interest for an amount which complainants themselves would not accept.

WHEREFORE THE PREMISES CONSIDERED DEFENDANTS PRAY:

- (1) That complainants be compelled to account for any revenues they have derived from the rental of said property.

(2) That the Court in its discretion fix an amount to be paid by complainants to defendants to fairly compensate them for complainants refusal to allow said defendants any use or enjoyment of said property.

(3) That the herein Bill be dismissed and defendants be allowed their costs.

Keane & Keane

By Augustine J. Keane.

Filed April 21, 1942.

ORDER TO ENTER SOLICITOR'S APPEARANCE.

Mr. Clerk:

Please enter my appearance in this case.

E. Klawans,

A solicitor for the plaintiffs.

Filed August 11, 1947.

TESTIMONY ON BEHALF OF THE PLAINTIFFS.

PRESENT:

Mr. Emanuel Klawans,

Mr. Benjamin Michaelson, Solicitors for Plaintiffs.

Mr. Marvin I. Anderson, Solicitor for Defendants.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

\*\*\*\*\*Agreement of Counsel to waive signatures.

WITNESSES:-

Valeria A. Gilleland,----- 2 to 3

Agatha Willett, - ----- 4 to 5

Valeria A. Gilleland, one of the plaintiffs, being first duly sworn, deposes and says:

(Klawans)

1. State your name and residence?

A. Valeria A. Gilleland, 605 Gist, Silver Springs, Maryland.

2. You are one of the plaintiffs in this case?

A. Yes.

3. You and your two sisters, Mrs. Mary E. Sherrill, widow, and Agatha Willett are joint tenants of the property mentioned herein?

A. Yes.

4. I hand you this instrument and ask you what that paper is?

A. It is a certified copy of the deed dated August 10th, 1931, from Herman R. Burgess and wife to Catherine A. Allison, Agatha Willett, Valeria A. Gilleland and Mary E. Sherrill, their heirs and assigns as joint tenants in fee simple, a parcel of land in the 8th District of Anne Arundel Md. designated as part of Lot No. 2 Block 5 on Plat of North Beach Park, fronting 33 feet on the Beach front and a depth of 100 feet to a fifteen foot alley separating said lot from the property of Robert M. Estes and wife.

\*\*\*\*\*Deed offered in evidence and filed as Exam. Exh. 1

5. What improvements are on this property?

A. A five room, frame bungalow with large front and back porches.

6. Does it have water front privileges?

A. Yes

7. What did you pay for the property?

A. \$2750.

8. In your opinion, what is the fair, market value of the property today?

A. I would imagine \$2500.

9. Who was Catherine A. Allison?

A. My mother, she died May 24th, 1945.

10. Did she leave any personal estate other than her interest in this property?

A. Yes.

11. Has that estate been administered on?

A. Yes

12. Where was it administered?

A. In Prince George county.

13. Do you know whether or not Notice to Creditors has been published?

A. Yes, that all has been.

14. Has it expired?

A. Yes.

15. Has the inheritance Tax been paid on it?

A. I imagine so.

16. Who was Administrator of the Estate?

A. My brother, Harry S. Allison.

17. Do you think it would be to the best interest of the parties to this suit that the property be partitioned by sale?

A. I do.

18. Do you think that this property could be divided in kind into three equal parts?

A. No, I don't think so.

19. Why are you of that opinion?

A. Because it consists of a lot only 33 feet improved by one bungalow.

20. Do you think it is to the best interest of all parties concerned that the property be sold and the proceeds distributed to the parties as their respective interests might appear?

A. Yes I do.

21. Are you one of the parties named in this deed filed here?

A. Yes.

22. Are all the parties interested herein of full age?           Yes they are.

No Cross Examination.

To the general question under the rule the witness says:

A. No.

Right is reserved to file herewith record of Administration and final account.

Signature waived.

Agatha Willett, one of the defendants, being first duly sworn, deposes and says:-

(Klawans)

1. State your name, please?

A. Agatha Willett.

2. Do you consent to a partition sale of the property mentioned in these proceedings in which you have an interest?

- A. I do, I tried to have that done.
3. What do you think is a fair market value of the property?
- A. I would not say. She just said \$2500. that would be perfectly all right.

No Cross Examination.

To the general question under the rule the witness says:

- A. No.

Signature waived by counsel.

There being no other witnesses to be examined on behalf of the plaintiffs at this time, and no further testimony desired on their part, and the defendants not desiring to take any testimony at this time, this testimony is now closed, and, at request of solicitors, is returned to the Court.

Witness my hand and seal this 26 day of September, 1947.

JNO. S. STRAHORN, (SEAL)  
Examiner.

Filed September 26, 1947

SUBMISSION FOR DECREE.

TO THE HONORABLE, The Judges of said Court.

The above case is hereby submitted for decree, and the 41st Equity Rule is hereby waived.

Emanuel Klawans  
Benjamin Michaelson  
Solicitors for the Plaintiffs  
Marvin I. Anderson,  
Solicitor for the defendants.

Filed September 27, 1947

DECREE FOR PARTITION SALE

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

Thereupon, it is this 29 day of September, 1947, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered, and decreed, that the real estate and premises mentioned in this proceeding be sold for the purpose of partition among the parties or whosoever may be entitled to the proceeds; that Benjamin Michaelson and Marvin I. Anderson are hereby appointed trustees to make sale, and that the course and manner of their proceedings shall be as follows:-

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties, to be approved by this Court, in the penalty of \$3000.00, conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by future decree or order in this proceeding. They shall then proceed to make sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of \$500.00 to be paid cash on the day of sale, deferred payments to bear interest at six per cent per annum from the day of sale, balance to be paid cash upon ratification of the sale by this Court; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said Trustees shall return to this Court a full and particular account of

the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her, or their heirs and assigns, the property and estate sold to him, her, or them, free, clear and discharged from all right and claim of the parties to this cause, both plaintiffs and defendants, and those claiming by, from and under them or any of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

William J. McWilliams, Judge.

The solicitors for the respective parties consent to passage of the above decree and waive any appeal therefrom.

Emanuel Klawans

Benjamin Michaelson

Solicitors for the plaintiffs

Marvin I. Anderson,

Solicitors for the defendants.

Filed 27 September, 1947

BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, Benjamin Michaelson and Marvin I. Anderson, Trustees. as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand (\$3000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 4th day of October, Nineteen Hundred and 47.

WHEREAS, BY VIRTUE OF A DECREE, PASSED IN A CAUSE ENTITLED Valeria A. Gilleland, et al., vs. Agetha Willett, et al, No. 8332 Equity, bearing date on or about the 29th day of September, Nineteen Hundred and 47 the said Benjamin Michaelson and Marvin I. Anderson, Trustees, are authorized and empowered to make sale of the property described in said proceedings, and the said Benjamin Michaelson and Marvin I. Anderson, Trustees, are about to execute said power and made sale of the property described as aforesaid in said proceedings. W

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Benjamin Michaelson and Marvin I. Anderson, Trustees, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Katharine H. McCutchan

(Corporate Seal)

Benjamin Michaelson (SEAL)

Marvin I. Anderson (SEAL)

EAGLE INDEMNITY COMPANY

By Benjamin Michaelson

Attorney-in-Fact.

Filed & Approved this 9<sup>th</sup> day of Oct. 1947.

John H. Hopkins, 3rd, Clerk.

TRUSTEES REPORT OF SALE

TRUSTEE'S SALE OF VALUABLE SUMMER COTTAGE OVERLOOKING CHESAPEAKE BAY WITH BATHING PRIVILEGES. Located in North Beach Park, Eighth Election District, Anne Arundel County, Maryland.

By Virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 29th day of September, 1947, passed in cause No. 8332 Equity in said Court, in which Valeria A. Gilleland, et al are plaintiffs, and Agatha Willett, et al, are defendants, the undersigned will offer at public sale at the Court House door, Church Circle, Annapolis, Maryland, on SATURDAY, NOV. 1, 1947 at 11:00 A.M.

A parcel of land in the Eighth Election District of Anne Arundel County, Maryland, in North Beach Park, being the Easterly part of Lot No.2, Block 5, on the plat of "North Beach Park, A re-Division of Holland Point Addition to North Beach", recorded among the plat records of said Anne Arundel County in Cabinet 1, Rod F, plat 15, said part having a frontage of 33 feet on the Beach Front, and an even depth of 100 feet to a fifteen foot alley separating this lot from the property of Robert Estes and wife, Being the same property that was conveyed by Herman E. Burgess and wife, to Catherine A. Allison et al, by deed dated August 19th, 1931, recorded among the Land Records of Anne Arundel County in Liber F.S.R. 93 folio 48.

This property is improved by a five room frame bungalow with front and back porches, and has bathing privileges. Buyer will receive immediate possession upon final ratification of the sale and payment of the purchase price.

TERMS OF SALE as prescribed by the Decree: A deposit of \$500.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon ratification of sale, with interest at 6 per cent from the day of sale to the day of settlement: taxes, insurance and other expenses to be adjusted to the day of sale.

BENJAMIN MICHAELSON

MARVIN I. ANDERSON,

TRUSTEES

GEORGE W. SCIBLE, Auctioneer.

PURCHASER'S AGREEMENT

We, Agatha Willett, and Julius E. Willett do HEREBY CERTIFY that we have purchased this 1st day of November, 1947, the property mentioned in these proceedings, from Benjamin Michaelson and Marvin I. Anderson, trustees, for the sum of Thirty-one Hundred Dollars, and we hereby agree to comply with the terms of sale.

Attest:

Agatha Willett

Witness:

Julius E. Willett

Benj. Michaelson

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY, that I have this 1st day of November, 1947, sold the property mentioned in these proceedings to Agatha Willett and Julius E. Willett for the sum of Thirty-one Hundred dollars, they being at that price the highest bidders therefor. I also certify that the sale was fairly made.

Witness.

GEO. W. SCIBLE.

BENJ. MICHAELSON

Auctioneer.

Filed November 1, 1947.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Benjamin Michaelson and Marvin I. Anderson, trustees appointed by this Court to sell the real estate mentioned in these proceedings, respectfully shows:-

That after giving bond, with security, for the faithful performance of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale pursuant to said notice, they did attend at the court house door in the City of Annapolis, Maryland, on Saturday, November 1, 1947 at 11:00 A.M. o'clock, the time and place mentioned in said advertisement, and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:-

A parcel of land in the Eighth Election District of Anne Arundel County, Maryland, in North Beach Park, a Re-Division of Holland Point Addition to North Beach, being the Easterly part of Lot number 2 Block 5 on the plat of "North Beach" recorded among the plat records of said County in Cabinet 1, Rod F, Plat 15, said part having a frontage of 33 feet on the Beach Front, and an even depth of 100 feet to a fifteen foot alley separating this lot from the property of Robert Estes and wife. Being the same property that was conveyed by Herman E. Burgess and wife to Catherine A. Allison, et al, by deed dated August 19, 1931, recorded among the land records of Anne Arundel County in Liber F.S.R. 93 folio 48.

Said property was sold to Agatha Willett and Julius E. Willett, her husband. at and for the sum of \$3100.00, they being at that price then and there the highest bidders therefore. The said purchasers agreed to comply with the terms of sale.

The agreement of the purchaser, certificate of auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

MARVIN I. ANDERSON

BENJAMIN MICHAELSON

TRUSTEES

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 1st day of November, 1947, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Benjamin Michaelson and Marvin I. Anderson, Trustees, and each did make oath in due form of law that the matters and facts set forth in the above report of sale are true as therein stated, and that the sale was fairly made.

Witness my hand and notarial seal.

Emanuel Klawans,

Notary Public

FILED November 1, 1947

ORDER NISI

ORDERED, this 1st day of November, 1947, That the sale of the real estate mentioned in these proceedings made and reported by Benjamin Michaelson and Marvin I. Anderson, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd, day of December next.

The report states that the amount of sale to be \$3,100.00.

John H. Hopkins, 3rd, Clerk.

Filed November 1, 1947.

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 8, 1947.

We hereby certify that the annexed ORDER NISI Valeria A. Gilleland was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of December, 1947. The first insertion being made the 6th day of November, 1947.

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald.

Filed Feb'y. 14", 1948

FINAL ORDER

ORDERED BY THE COURT, This 16 day of February, 1948, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams,

Judge.

Filed 16 February, 1948

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. June 4, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Valeria A. Gilleland, et al vs Catherine A. Allison, et al in ac.

To Trustees for Commissions, viz: 124.37

To Trustees for Court costs, viz:

Plaintiffs' Solicitors' appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Wm. E. Clifton, - Sheriff's costs	2.25	
Auditor- stating this account	<u>13.50</u>	54.50

To Trustees for Expenses, viz:

Capital-Gazette Press- advertising sale	21.00	
Capital-Gazette Press - handbills & tax	10.71	
Capital-Gazette Press- Order Nisi on Sale	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
John S. Strahorn- examiner's fee	12.00	
Juliet D. Strahorn-stenographer	5.00	
Clerk of Court- certified copy	1.25	
Eagle Indemnity Co.- bond premium	12.00	
George W. Scible-auctioneer	16.00	
Benjamin Michaelson-counsel fee-Order of 5/25/48	100.00	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.92	
Notary Fee	<u>.50</u>	192.31



BALANCE FOR DISTRIBUTION - \$2,774.32

Distributed as follows:

To Valeria A. Gilleland- one-third	924.77	
To Mary E. Sherrill - one-third	924.77	
To Agatha Willett - one third	924.78	2,774.32
		<u>3,145.50</u>

with Benjamin Michaelson and Marvin I. Anderson, Trustees

Cr.

1947

Nov. 1 Proceeds of Sale	3,100.00	
Interest on deferred payment	45.50	3,145.50
		<u>3,145.50</u>

Filed June 7, 1948.

ORDER NISI

ORDERED, This 7" day of June, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9" day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9" day of July next.

John H. Hopkins, 3rd, Clerk.

Filed June 7, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 7, 1948.

We hereby certify, that the annexed Order of Nisi, Eq. #8332 - Valeria A. Gilleland was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of July, 1948. The first insertion being made the 10th day of June, 1948.

THE CAPITAL-GAZETTE PRESS, Inc.,

By R. L. Brown

Filed 15 July, 1948

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

Ordered by the Court, this 15th day of July, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark, c

Juled 15 July, 1948

OLIVER M. WALKER	:	NO. 9427 EQUITY
W. LAIRD DUNLOP III	:	IN
GEORGE H. SCHMIDT	:	THE CIRCUIT COURT
Trustees	:	FOR
vs	:	
ELLWOOD L. BARTLETT and	:	ANNE ARUNDEL COUNTY
CATHERINE V. BARTLETT,	:	
his wife.	:	

: : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file this suit foreclosing under the Deed of Trust recorded among the Land Records of Anne Arundel County in Liber J.H.H. 378, Folio 69.

John Demyan, Jr.,  
Solicitor for Trustees.

Filed April 8, 1948.

DEED OF TRUST.

THIS DEED, made this 3rd day of February, 1947, by and between Ellwood L. Bartlett and Catherine V. Bartlett, his wife, Tenants by the Entireties, party of the first part and Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Walker & Dunlop, Inc., a corporation organized and existing under the laws of the State of Delaware, in the principal sum of Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Twenty-five and 45/100 Dollars (\$25.45) commencing on the first day of March, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1967.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein with interest on all such costs and advances from the date thereof.

NOW THEREOF, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as Lot No. 30, Block D on the Plat of Section 1, of Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County.

The improvements thereon being known as No. 5203 Patrick Henry Drive,

Being the same lot of ground which by assignment of lease of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Frank H. Creese and Company, Inc, a corporation of the State of Maryland, to the said parties of the first part, subject to an annual rental of Sixty Dollars, payable in equal half-yearly installments on the 3rd day of February and August in each and every year.

Subject to building restrictions and covenants of record. together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns as trustees, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof forever; subject to the payment of the aforesaid annual rent.

ALSO, all rentals, income, issues, and profits that may accrue from said premises or any part thereof, provided however, that so long as the parties of the first part shall not be in default hereunder, the said parties of the first part shall be entitled to collect and receive the rents, income, issues and profits of the said premises.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venitian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wire, switches, electric fixtures, bells, insulations, and all of the water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed. and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

IN ADDITION TO GRANTING and conveying to the party of the second part, its successors and assigns, the leasehold estate in the above described property, the mortgagor hereby grants and conveys unto the mortgagee, its successors and assigns, title to any other interest or estate in the above described property, including title to the reversion in fee and the annual ground rent payable out of the aforesaid described property, which the said party of the first part may at any time hereafter acquire. It is the intention of the parties of this mortgage that any and all interests and estates in the aforesaid described property which may now be owned by the mortgagor, his heirs, personal representatives and assigns, or which may be hereafter acquired shall enure to the benefit of the mortgagee, its successors and assigns, and, be subject to the lien of this mortgage in the same manner and to all intents and purposes as if the mortgagor at the date of the execution of this mortgage owned and was vested with the title to all interest and estates in the above described property, which the mortgagor, his heirs, personal representatives and assigns, may acquire at any time prior to the payment of the mortgage debt secured by this mortgage in accordance with the terms hereof. In furtherance of the above grant of any after-acquired title to any interest or estate in the above described property, the mortgagor, for himself, his heirs, personal representatives and assigns, hereby stipulate agree and covenants with the mortgagee, its successors and assigns, that all the provisions of this mortgage, including the provisions for the foreclosure of this mortgage, as

hereinafter set forth, shall and are intended to be applicable to any interest or estate in the above described property which may hereafter be acquired by the mortgagor, his heirs, personal representatives and assigns, as well to the leasehold estate in said property which is owned by the mortgagor at the date of the execution of this mortgage.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per centum (4-1/2%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have the power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same subject to above mentioned leasehold, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators,

or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and Provided Further, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the holder of the note in funds with which to discharge its obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Administrator

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums taxes, and special assessments, before the same become delinquent.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth.

- (I) premium charges under the contract of insurance with the Federal Housing Administrator;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the

[illegible]

note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company <sup>concerned</sup> is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 3 month's from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 3 month's time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half ( $\frac{1}{2}$ ) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any part of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

10. That he specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the parties of the first part on the day and year first above written.

Witness:

William O. Hayes, Jr.

Ellwood L. Bartlett

(SEAL)

Catherine V. Bartlett

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 3rd day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Ellwood L. Bartlett and Catherine V. Bartlett, his wife, and have acknowledged the foregoing deed to

be their act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

William O. Hayes, Jr.,

(NOTARIAL SEAL)

Notary Public

Recorded-28th Feby-1947-at-11-A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 378, folio 69, one of the Land Record Books of Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 17th day of February, A. D. 1948,

(COURT SEAL)

John H. Hopkins, 3rd, Clerk.

STATEMENT OF CLAIM

PROPERTY: No. 5203 Patrick Henry Drive, Arundel Village, Baltimore, 25, Maryland.

Unpaid balance 10/1/47	\$4,694.05
Payments owed 11/1/47 to 4/1.48 @ \$43.50	259.50
Five months late penalty	4.35
Interest from 11/1/47 to 4/1.48	93.90
Escrow deficit due to bills paid	28.07

The 1948 taxes \$64.93 were paid on March 19, 1948;

A.A.County Sanitary taxes \$6.85 were paid on February 25, 1948; Ground rent \$30.00 paid February 13, 1948; Mortgage insurance \$18.56 paid January 7, 1948; Hazard insurance effective until January 22, 1949 in the amount of \$10.08 paid on December 17, 1947.

John Demyan, Jr.,

Attorney for Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23 day of April, 1948, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney for the Trustees, and made oath in due form of law that foregoing is a true and just account of the monies due under the Deed of Trust filed in the said cause until April 1, 1948; to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Clemence C. Burwell, Notary Public.

Filed April 23, 1948.

B O N D

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That we, Oliver M. Walker, W. Laird Dunlop III and George H. Schmidt, Trustees, as PRINCIPALS, and EAGLE INDEMNITY COMPANY, of New York, N. Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Five Hundred (\$5500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally firmly by these presents. sealed with our seals, and dated this 27th day of April, Nineteen



Hundred and 48.

WHEREAS, by virtue of a power of sale contained in a mortgage from Ellwood D. Bartlett & Catherine C. Bartlett, his wife, to Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees, bearing date on or about the 3rd day of February. Nineteen Hundred and forty-seven, the said Trustees are authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part, And whereas default has been made in the payment of the interest and principal aforesaid, and the said Trustees is about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test:

John Demyan, Jr.,

(Corporation Seal)

Oliver M. Walker (SEAL)

W. Laird Dunlop, III (SEAL)

George H. Schmidt (SEAL)

EAGLE INDEMNITY COMPANY

By Benjamin Michaelson,

Attorney-in-Fact

Filed, Approved & Recorded April 27, 1948.

#### TRUSTEE'S SALE

Of NO. 5203 PATRICK HENRY DRIVE ARUNDEL VILLAGE, In the Fifth Election District of Anne Arundel County, Md.

By virtue of the power of sale contained in the deed of trust from Ellwood L. Bartlett and Catherine V. Bartlett, his wife, to the undersigned, dated February 3, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 378, Folio 69; we will offer at public sale at the Court House door in the City of Annapolis, Maryland, ON TUESDAY, APRIL 27th, 1948 at Eleven o'clock a.m. the following described LEASEHOLD property, to wit:

"Lot No. 30, Block D on the plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Plat Cabinet No. 3, Rod E-5, Plat No. 8 of the Plat Records of Anne Arundel County. The improvements thereon being known as 5203 Patrick Henry Drive, Arundel Village, Fifth Election District of Anne Arundel County, State of Maryland."

This property is located in the Brooklyn area north of Church Street. The property is subject to an annual ground rent of Sixty Dollars: and said property is also subject to building restrictions and covenants of record.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on the day of the sale. Cash balance on ratification of sale. These terms may be altered to suit a responsible purchaser.

For further particulars, inquire of the undersigned at 1313 Fidelity Building, Baltimore, Maryland, or % John Demyan, Jr., County Trust Bank Building, Annapolis, Maryland.

OLIVER M. WALKER

W. LAIRD DUNLOP, III

GEORGE H. SCHMIDT.

April 27th, 1948

## PURCHASER OF LEASEHOLD INTEREST ONLY

I HEREBY CERTIFY that I have purchased the land and premises known as Lot 30 Block D , Arundel Village, improvements known as 5203 Patrick Henry Drive, Arundel Village, Baltimore, 25, Md; on this 27th day of April , 1948; at and for the sum of \$3900.00, that I have made a deposit of \$500.00; that I agree to abide by the terms of sale.

WITNESS my hand and seal.

Matthew T. Sawtelle (Seal)

WITNESS

Purchaser

John Demyan, Jr.

We hereby certify that we have sold at public auction to MATTHEW T. SAWTELLE, on April 27th 1948, at public sale at the Court House door in Annapolis, he being the highest bidder therefore and that said sale was fairly made.

WITNESS:

John Demyan, Jr.

Oliver M. Walker

W. Laird Dunlop, III

George H. Schmidt,

TRUSTEES

Geo. W. Scible,

Auctioneer.

Filed April 27, 1948.

April 27, 1948.

I Hereby Certify that I have this day sold at public auction the property mentioned in this advertisement at and for the sum of Thirty nine Hundred Dollars, (\$3900.00) to Matthew T. Sawtelle, that being then and there the highest bid received for said property, and that said sale was fairly made.

Geo. W. Scible, Auctioneer.

SIBSCRIBED and sworn to before me this 27 day of April, 1948.

(Notarial Seal)

John Demyan, Jr., Notary Public

Filed April 27, 1948.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees named in the deed of trust filed in this case respectfully shows:

That after having given Bond with surety duly approved as required by law, and having advertised for sale the property by said deed of trust conveyed to the undersigned TRUSTEES to secure the payment of the debt therein mentioned and thereby intended to be secured, by advertisement in the Maryland Gazette, a newspaper published weekly at Annapolis, Anne Arundel County, Maryland, thereby giving April 27, 1948 at 11 o'clock A.M. as the time of sale, at the Court House Door in the City of Annapolis, State of Maryland; and the manner and terms of sale, they did attend in person at the Court House Door in the City of Annapolis, State of Maryland, on Tuesday, April 27, 1948 at 11 A.M., that being the time and place advertised for said sale, and did then and there offer said property at public sale and sold the same to MATTHEW T. SAWTELLE, at and for the sum of Thirty Nine Hundred (\$3900.00) Dollars, said purchaser being then and there the highest bidder for said property, and the said Trustees further report that they have received from the purchaser the deposit of \$500.00 as required by the terms of said sale, and have also received his agreement to comply with the other of said terms, the same being as follows: TERMS OF SALE- The sum of \$500.00 paid at time of sale and the balance of THIRTY FOUR HUNDRED

(\$3,400.00) DOLLARS to be paid upon ratification of sale by Court. Your Trustees file herewith the "Auctioneer's Certificate" as to said sale.

All of which is respectfully submitted, etc.

Oliver M. Walker

W. Laird Dunlop III

George H. Schmidt

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of April, 1948, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared OLIVER M. WALKER, W. LAIRD DUNLOP, III, AND GEORGE E SCHMIDT, Trustees, and made oath in due form of law that the matters and things set forth in the foregoing report are true as stated and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

John Demyan, Jr., Notary Public.

Filed April 27, 1948

ORDER NISI

ORDERED, this 27th day of April, 1948, That the sale of the property mentioned in these proceedings made and reported by Oliver M. Walker, W. Laird Dunlop III, George H. Schmidt, Trustees named in the Deed of Trust BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of May next. The report states that the amount of sales to be \$3,900.00.

John H. Hopkins, 3rd, Clerk.

Filed April 27, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 10, 1948.

We hereby certify, that the annexed Order of Nisi Equity 9427 Oliver M. Walker was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of May, 1948. The first insertion being made the 22nd day of April, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

Vy R. L. Brown

Filed June 10, 1948

FINAL ORDER

ORDERED BY THE COURT, This 11th day of June, 1948, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson,

Judge

Filed June 11, 1948

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr., Solicitor in the within cause, respectfully shows:

1. That your Petitioner is solicitor for the trustees in the within cause and as such rendered considerable legal services, among which services may be enumerated the following.

(A)

1. Preparation of suit.
2. Preparation of Order of Publication for sale of property.
3. Attended sale at Court House Door and made necessary arrangements for proper sale of property.
4. Prepared Report of Sale.
5. Prepared deed from trustees to purchaser.

2. That the deed of trust provides a commission of one percent to the trustees for their efforts in this cause but does not set any definite amount as attorney's or solicitor's fee although attorneys fees are mentioned.

3. That an account is about to be stated by the Court Auditor but your petitioner feels that he is entitled to a reasonable fee commensurate with the work thus far rendered in these proceedings.

MAY IT PLEASE YOUR HONORS, THEREFORE, to allow the petitioner such reasonable fee for his services as solicitor to the trustees as this Honorable Court may deem right and proper.

AND as in duty bound, etc.

John Demyan, Jr., Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY, that on this 9th day of August, 1948, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Petitioner, and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Amelia H. Tubman, Notary Public

CERTIFICATION.

We, the undersigned members of the Anne Arundel County Bar, do hereby certify that we have read and examined the proceedings conducted by John Demyan, Jr., Solicitor for Trustees in Equity No. 9427, and we believe that the amount set forth opposite our named will reasonably and adequately compensate the said John Demyan, Jr., Solicitor, for his services rendered in said cause.

NAME OF ATTORNEY	AMOUNT
William W. Townshend, Jr.	\$ 75.00
Noah A. Hillman	\$ 75.00
Albert J. Goodman	\$ 75.00

Filed August 9, 1948.

ORDER OF COURT

The foregoing petition having been read and considered by the Court, it is thereupon this 10th day of August, 1948, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that the petitioner John Demyan, Jr., be and he is hereby allowed the sum of Seventy-five Dollars (\$75.00) as a fee for the legal services thus far rendered with the proceedings in this cause, subject to proper exceptions.

Marvin I. Anderson.

Judge

Filed August 10, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. August 12, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Oliver M. Walker, et al Trustees vs Ellwood L. Bartlett and Wife, in ac.

To Trustees for Commissions, viz: 39.00

To Trustees for Court costs, viz:

Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75

To Trustees for Expenses, viz:

Capital-Gazette Press,- advertising sale	18.00	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
Whitmore Press- handbills and tax	12.00	
Eagle Indemnity Co.- bond premium	22.00	
George W. Scible- auctioneer's fee	25.00	
Clerk of Court- certified copy mortgage	1.50	
John Demyan, Jr.- legal services (Order of 8/10/48)	75.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.15	
Notary fees	1.50	
Ground rent- 2/3/48 to 4/27/48	<u>13.98</u>	183.33

To Walker & Dunlop, Inc., this balance on

account of claim filed, viz:		<u>3,691.07</u>
		<u>3,951.15</u>

Amount of claim filed as follows:

Unpaid balance of principal	4,107.33
Interest from 11/1/47 to 4/27/48	94.46
Deficit in escrow account due to	
payment of taxes, sanitary charges, ground	
rent, insurance, etc.	<u>28.07</u>
	4,229.86

Cr. Amount allowed as above

Balance subject to decree in personam	538.79
---------------------------------------	--------

with Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees Cr.  
1948

Apr. 27 Proceeds of sale	<u>3,900.00</u>	3,900.00
Refund 1948 State and County taxes (\$64.93)- adj. to day of sale)	43.82	
Refund 1948 Anne Arundel County Sanitary Com- mission charges (\$6.85 adjusted to day of sale))	6.41	
Refund insurance premium (adjusted to 7/26/48)	<u>2.72</u>	<u>51.15</u>
		<u>3,951.15</u>

Filed August 16, 1948.

ORDER NISI

ORDERED, This 16" day of August, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18" day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18" day of September next.

John H. Hopkins, 3rd, Clerk

Filed August 16, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 15, 1948.

We hereby certify, that the annexed Order Nisi # Eq. 9427 Oliver M. Walked (Oliver M. Walker) was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of September, 1948. The first insertion being made the 19th day of August, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

Filed Sept. 21, 1948.

FINAL ORDER

ORDERED BY THE COURT, this 22 day of Sept. 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Mrvin I. Anderson,

Judge.

Filed September 22, 1948.

VINCENT POKORNEY, also	:	No. 9028 EQUITY
known as Jimmy Pokorney,	:	IN THE CIRCUIT COURT
VS	:	FOR
GEORGE F. ROSENFELD	:	ANNE ARUNDEL COUNTY
	: : : : :	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Vincent Pokorney, also known as Jimmy Pokorney, complaining says:

1. That during the early part of the month of December, 1939, your Orator made an agreement with the Respondent, George F. Rosenfield, to borrow the sum of One Hundred (\$100.00) dollars, from the Respondent for the purpose of purchasing certain parcels of land and improvements near Waugh Chapel, Odenton, Maryland, in the Fourth Election District of Anne Arundel County, which sum represented the down payment necessary to purchase the lands and premises.

2. That the Respondent without the knowledge of your Orator arranged with the owner of the parcels of land and improvements, the Home Owners Loan Corporation, a corporation of the Government of the United States, to have the legal title to such lands and improvements placed in the name of your Respondent as shown by a deed executed by the Home Owners Loan Corporation dated December 14, 1939, to the Respondent, duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. 212, folio 223. A certified copy of said deed is filed herewith

marked Complainant's exhibit "A", and is prayed to be taken as a part hereof.

3. That the Respondent executed a mortgage in the amount of Nine Hundred (\$900.00) dollars to the Home Owners Loan Corporation dated December 27th, 1939, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. 209, folio 261, to secure the payment of the balance of the purchase price of One Thousand (\$1000.00) dollars. A certified copy of the said mortgage is filed herewith marked Complainants Exhibit "B" and is prayed to be taken as a part hereof.

4. That your Orator has paid to the Respondent the sum of One Hundred (\$100.00) dollars which was the amount of the loan as aforesaid and has made all payments to the Mortgagee, Home Owners Loan Corporation, on the principal of the debt secured by the mortgage aforesaid until there is now due and owing on the mortgage the sum of approximately Three Hundred and forty-one dollars and Ninety-five cents (\$341.95)

5. That the Respondent has threatened to sell the property which is the subject matter of this suit and thereby deprive your Orator of his property.

To the End, Therefore.

a. That by decree of this Court the said parcel of land and improvements thereon, being Lots No. 10, 12, and 14 of "Riden". as per blue print recorded in Plat Book G.W. No. 3, folio 153, now Cabinet No. 2, Rod No. C-7, Plat No. 153, recorded among the Land Records of Anne Arundel County, , may be declared to be held in trust by the Respondent for the use and benefit of your Orator.

b. That a trustee be appointed by this Court for the purpose of conveying the property aforesaid to your Orator.

c. That the Respondent be enjoined from selling, conveying or encumbering the property aforesaid in any manner whatsoever.

d. That your Orator may have such other and further relief as the nature of this cause may require.

May it please your Honors to grant unto your Orator the Writ of Subpoena directed to the said George F. Rosenfield, whose address is College Park, Maryland, commanding him to be and appear in said Court on some day to be named in said Writ and answer the premises and abide by and perform such orders or decrees as may be passed therein. GX

And as in duty bound,

Marvin I. Anderson

C. Osborne Duvall

Solicitors for Orator

Filed April 13, 1946

ORDER OF COURT

ORDERED this 15 day of April, 1946, by the Circuit Court for Anne Arundel County that the said George F. Rosenfield show cause on or before fifteen days after the service of this order and a copy of Bill of Complaint, why the relief prayed for in said Bill of Complaint should not be granted.

William J. McWilliams,

Judge.

Filed 15 April, 1946

COMPLAINANT'S EXHIBIT "A" - EXHIBIT I.

DEED

Property Management No. PM-MD-C-301

THIS DEED, Made this 14th day of December, in the year one thousand Nine hundred and thirty-nine,

by Home Owners' Loan Corporation, a corporation instrumentally of the United States of America, sometimes otherwise designated as a United States Corporation, Grantor, and George F. Rosenfield, Grantee.

WITNESSETH, That in consideration of the sum of Ten (\$10.00) Dollars the said Home Owners' Loan Corporation, does hereby grant and convey unto George F. Rosenfield his heirs and assigns all that lot of ground situate and lying in Anne Arundel County, State of Maryland, and particularly described as follows:

ALL those lots of ground situated in the Fourth Election District of Anne Arundel County, Maryland, and known and designated as Lots Nos. 10, 12, and 14, of "Riden" as per blue print recorded in Plat Book No. 1 folio 153.

BEING the same property described in the deed from J., Oliver Clark, Assignee, to the Home Owners' Loan Corporation, dated June 10th, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 200 folio 146.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or appertaining.

TO HAVE AND TO HOLD the aforesaid lot of ground and premises unto the said George F. Rosenfield, his heirs and assigns in fee simple.

AND the said Home Owners' Loan Corporation hereby covenants with the said George F. Rosenfield that it will warrant specially the property hereby conveyed; and that it will execute such - - - further assurances of said land as may be requisite.

AND THIS Deed further witnesseth, That the said Home Owners' Loan Corporation does hereby constitute and appoint Max A. Mueller, of Baltimore City, Maryland, to be its attorney, for it, and in its name, and as and for its corporate act and deed to acknowledge this deed before any person having authority by laws of the State of Maryland, to take such acknowledgement, to the intent that the same be duly recorded.

AND Witness the corporate seal of the said Home Owner's Corporation and the signature of Frank Prince, Assistant Regional Manager, thereof, acting in pursuance of a Resolution of the Board of Directors of said Corporation dated September 27, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 178, folio 316.

Test:

Charles B. Lyddine.

Regional Treasurer.

Home Owners' Loan Corporation

By Frank Prince.

Assistant Regional Manager

Approved M.A.M.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of December, in the year one thousand nine hundred and thirty-nine, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City and State aforesaid, personally appeared Max A. Mueller, the Attorney named in the foregoing Deed, and by virtue and in pursuance of the authority therein conferred on him,

Witness my Hand and Notarial Seal.

(Notarial Seal)

My Commission expires on the 5th day of May, 1941.

Beatrice T. Berryman

Notary Public.

Recorded Dec. 28, 1939, at 2:30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber J.H.H.



212, folio 223 one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 13th day of April, A. D. 1946

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed April 13", 1946.

COMPLAINANT'S EXHIBIT "B" - EXHIBIT 2.

MORTGAGE

PROPERTY MANAGEMENT NO. PM°MD-C-301.

THIS PURCHASE MONEY MORTGAGE, Made this 27th day of December, 1939, by and between George F. Rosenfield, of College Park, State of Maryland, Mortgagor, and Home Owners' Loan Corporation, a corporate instrumentality of the United States of America, organized and existing under and by virtue of an Act of the Congress of the United States of America, known as the Home Owners' Loan Act of 1933, as amended, having its principal office and place of business in the City of Washington, District of Columbia, Mortgagee.

WHEREAS, Mortgagor is indebted unto Mortgagee in the sum of Nine Hundred and no/100 (\$900.00) Dollars in consideration whereof Mortgagor has made and passed unto Mortgagee one promissory note of even date herewith, for the aforesaid sum with interest, thereon at the rate of four and one-half per-cent ( $4\frac{1}{2}\%$ ) per annum, accounting from the 27th day of December, 1939, until paid, which sum with interest as aforesaid, Mortgagor covenants to pay to Mortgagee in lawful money of the United States of America, at its Regional Office in Baltimore, Maryland, or at such other place as Mortgagee may designate, in installments of \$10.00 on the 27th day of each month, beginning on the 27th day of January, 1940, and continuing until the 27th day of February 1950, on which last mentioned date all unpaid balances shall be due and payable in any event, said installments to be applied first to interest on the unpaid balance of principal, and the remainder to principal until said debt is paid in full, with privilege to the Mortgagor to prepay said debt or any part thereof, at any time whereupon interest will be charged only on the unpaid balance of principal and if the same is collected by an Attorney, Mortgagor agrees to pay all costs of collection, including an attorney's fee, not exceeding ten per cents; and

WHEREAS, In Order to secure the prompt payment of said mortgage debt, in the installments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar the Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows:

ALL that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:-

ALL those lots of ground situated in the Fourth Election District of Anne Arundel County, Maryland, and known and designated as Lots Nos. 10, 12, and 14 of "Riden", as per blue print recorded in Plat Book\_\_ No. 1, folio 153.

BEING the same lands and premises which the said Home Owners' Loan Corporation by Deed dated the 14th day of December, A. D. 1939, not yet recorded, but intended so to be, in the office for the recording of Deeds, etc., at Annapolis in and for Anne Arundel County, granted and conveyed unto the said George F. Rosenfield.

Said Deed though dated as above noted, nevertheless, was delivered the same day as the delivery of this Mortgage, both being part of one simultaneous transaction, and this Mortgage is given to secure a part of the purchase price of the above described lands and premises.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or appertaining, and all heating, plumbing, and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the use and benefit of Mortgagee, its successors and assigns, in fee simple.

PROVIDED that if Mortgagor shall pay or cause to be paid the aforesaid debt and all other sums hereby secured, with all interest thereon accrued when and as the same may be due and payable, and shall perform all the covenants herein on Mortgagor's part to be performed, then this Mortgage shall be void; and provided further that Mortgagor shall retain the exclusive right of possession of the said property, and all rights, benefits, and liabilities concurrent therewith, until such time after a default in the premises as Mortgagee, in its discretion, shall demand possession thereof, by an instrument in writing addressed to Mortgagor at College Park, Maryland, and deposited in the United States mail, registered and postage prepaid.

A. AND MORTGAGOR COVENANTS AND AGREES HEREBY:

(1) To pay immediately when due and payable the aforesaid mortgage indebtedness, evidenced by aforesaid promissory note (and any extension or renewal thereof), and to pay all installments of ground rent (if any) taxes, water rents, assessments, levies, public debt and charges of every kind, which affect said property or which affect this Mortgage or the indebtedness hereby secured together with the premium and costs necessary to provide any fire or other insurance upon the buildings and improvements now situate on hereafter constructed in or upon said property as required by Mortgagee from time to time. Satisfactory to and with loss payable to Mortgagee, payment of said ground rent (if any), taxes, water rents, assessments, levies public debt and charges of every kind, and insurance premiums and costs to be made by paying to Mortgagee, concurrently with each installment of principal and interest, provided for hereinabove and in addition to any and all other payments to be made by Mortgagor hereunder, installment payments at the rate of at least one-twelfth (1/12) per month of the aggregate amount (as estimated by Mortgagee from time to time) of such annual ground rent (if any) taxes, water rents, assessments, levies, public debt and charges of every kind and insurance premiums and costs, and any additional sums of money the Mortgagee may demand from time to time to pay such items in the event the estimated installments as above mentioned are insufficient for such purposes.

(2) To commit or suffer no waste of said property to maintain and keep the same in good condition and repair and promptly to effect such repairs thereof as Mortgagee, in its judgment, may require at Mortgagor's own expense.

(3) Not to permit or suffer, without the written consent of Mortgagee:

(a) The use of any of said property for any purpose other than that for which the same is now designed or used or;

(b) any alteration of or addition to the building or improvements now situate or hereafter constructed, in or upon said property.

(4) To repay to Mortgagee, immediately and without demand, in lawful money of the United States of America, at Mortgagee's Regional Office in Baltimore, Maryland, or at such other place as Mortgagee may designate, all funds hereafter advanced by Mortgagee pursuant to any covenant herein contained, with interest thereon from date of advance until repaid, at the rate specified in said note;

(5) To comply promptly with all laws, ordinances, covenants, regulations and restrictions affecting said property or its use; and

(6) To promptly pay and settle or cause to be removed all claims against any of said property which affect the rights of Mortgagor or Mortgagee therein or thereto, and seasonably to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagor or Mortgagee hereunder, and Mortgagor shall pay all costs and expenses, in any such action or proceeding in which Mortgagee shall appear.

B. AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND MORTGAGEE:

1. That Mortgagee shall not be liable for the payment of any interest on any monies received by it pursuant to paragraph A (1) above, nor incur any liability on account of any such monies except to account to Mortgagor for their receipt and disbursement thereunder; that any or all of such monies may be commingled with the general funds of Mortgagee, and, as well as any other funds received by Mortgagee on account of the aforesaid mortgage indebtedness, may be retained by Mortgagee for the future payment of ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind, and insurance premiums and costs together with any interest, penalties, costs and other charges accrued thereon, when the same become due, payable, past due or delinquent, or may be applied at any time to such payment of all or any part of said items, or of any mortgage indebtedness hereunder; that all payments of such ground rent (if any), taxes, water rents assessments, levies, public debt and charges of every kind, and insurance premiums and costs made by Mortgagee hereunder shall be in such amounts as are shown to be due, payable past due or delinquent by Mortgage's records, by bills or statements issued by proper authority or by any data or information received by Mortgagee; and that when all of the Mortgage indebtedness hereunder shall be paid in full, Mortgagee shall refund to Mortgagor, without interest, all unexpended and unapplied monies received by it pursuant to paragraph A (1) above, but none of said monies shall be withdrawn by Mortgagor while any of mortgage indebtedness hereunder remains unpaid; and that Mortgagor shall promptly obtain, approve and deliver to Mortgagee, on demand, any and all bills and statements for the aforesaid ground rent (if any), taxes, water rents, assessments, levies public debt and charges of every kind, and insurance premiums and costs, and Mortgagor shall also deliver to Mortgagee any and all insurance policies affecting the buildings and improvements situate upon the property herein described which may at any time be issued to Mortgagor;

(2) That all awards of damages in connection with any condemnations for public use of or injuries to any of said property are hereby assigned and shall be paid, after payments of all reasonable expenses incurred in any proceedings in which such awards are made, to Mortgagee, who may apply the same to payment of any portion of the mortgage indebtedness, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittance thereof and to appeal from any such award;

(3) That no waiver by Mortgagee or performance of any obligation herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to acquire or enforce performance of the same or any other of said obligations;

(4) That Mortgagee is hereby authorized and empowered, at its option at any time, without notice, and without affecting the liability of any person for payment of any indebtedness secured hereby or the lien upon said property hereby created or the priority of said lien, to

(a) Deal in any way with Mortgagor or grant to Mortgagor any indulgencies or forbearances of any extensions of the time for the payment of any indebtedness secured hereby.

(b) Pay to or permit the use for any purpose by Mortgagor of any rents, revenues or other moneys received by Mortgagee under any insurance policy or award herein mentioned or otherwise; and

(c) Execute and deliver waivers as to easements and partial releases, of any of said property from the lien created hereby;

(5) That each right, power and remedy herein or in said note conferred upon Mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

(6) That all monies received by Mortgagee hereunder by Mortgagor may be applied to the payment of any indebtedness secured hereby in such order as Mortgagee may determine, notwithstanding any provisions to the contrary herein or in said note contained;

(7) That each covenant, agreement and provision herein contained shall apply to inure to the benefit of and bind Mortgagor and Mortgagee and their respective heirs, personal representatives and assigns and successors in interest and shall bind all encumbrancers of any of said property whose liens or claims are junior or inferior to the lien created hereby, and the term "Mortgagee", as used herein shall include any lawful owner, holder or pledgee of any indebtedness secured hereby.

(8) That wherever the context hereof requires the singular number, as used herein, shall include the plural

(9) That time is of the essence hereof and if default be made and continued for a period of thirty (30) Days in making any payment under said note (or any extension or renewal thereof) or in making as herein provided any payment of any other indebtedness hereby secured, or if default be made in the performance of any other covenant or agreement of Mortgagor herein contained, or if proceedings be instituted or process be issued, to enforce any other lien, charge or incumbrance upon or against any of said property, or if Mortgagor be declared a bankrupt or insolvent or make an assignment for the benefit of any creditor or be placed under control of or in custody of any Court, or if Mortgagor abandon any of said property, then in any of such events of default, Mortgagee is hereby authorized and empowered, at its option without notice and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to

(a) Perform any such defaulted covenant or agreement to such extent as Mortgagee shall determine and advance all such monies as Mortgagee shall deem necessary to expend for any such purpose, and all monies so advanced, and expended by Mortgagee, with interest as hereinbefore provided, are secured hereby and shall be repaid immediately, and without demand, by Mortgagor to Mortgagee; and

(b) Declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and enforce any of the rights which accrue to Mortgagee hereunder;

(10) That upon payment of all indebtedness hereby secured and full performance hereunder by Mortgagor, Mortgagee shall execute and deliver to Mortgagor, within sixty (60) days after Mortgagee's receipt of written demand therefor by Mortgagor, a release of this Mortgage;

(11) \_\_\_\_\_

(12) That in case of any default in the payment of any installment of principal of interest hereunder, made and continued for a period of thirty-(30) days, or in the event of default in the performance of any covenant herein contained, then in either or any of said events it shall be lawful for the Mortgagee, or John I. Rowe, and J. Oliver Clark, or either of them, at any time

after such default, to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges, advances and all costs incurred in making such sale, (Under Art. 66, Secs. 6 to 10 inclusive of the Maryland Code, public General Laws or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, and such sale shall be made in the manner following, viz: upon giving twenty (20) days notice of the time, place manner and terms of sale, in a newspaper printed in Anne Arundel County, and such other notices as by Mortgagee may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply first to the payment of all expenses incident to such sale, including a fee of Twenty-five Dollars, and a commission to the party making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, Secondly to the payment of all claims of Mortgagee, whether the same shall have matured or not, and the surplus (if any) shall be paid to Mortgagor, or to whomever may be entitled thereto, and Mortgagor does hereby covenant and agree that upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted or under the assent to decree as hereinbefore set forth, there shall become due from Mortgagor to the party inserting said advertisement or notice all expenses incident to said advertisement or notice all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission Mortgagor does hereby covenant to pay, and Mortgagee or John I. Rowe, and J. Oliver Clark, or either of them, shall not be required to receive the principal or interest only of said Mortgage debt and of all other sums hereby secured in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commissions.

And Mortgagor covenants to warrant specially said property and to execute such further assurance thereof as may be requisite.

WITNESS the hand and seal of Mortgagor.

Test: Margaret E. Branzell

George F. Rosenfield (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY, that on this 27th day of December, 1939, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared George F. Rosenfield the Mortgagor and he acknowledged the foregoing mortgage to be his act.

At the same time also appeared J. Oliver Clark Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Margaret E. Branzell

My Commission expires the 5th day of May, 1941

Notary Public.

O.P.

Recorded December 28, 1939 2:30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I Hereby Certify, that the foregoing Mortgage was truly taken and copied from Liber J.H.H. No. 209, folio 261, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 13th day of April, 1946.

(COURT SEAL)

John H. Hopkins, 3rd, Clerk.

Filed April 13", 1946

A N S W E R

Mr. Clerk:

Please file, etc. Benjamin Michaelson, Solicitor for Respondent.

To the Honorable, the Judges of said Court:

The answer of George F. Rosenfield, defendant, in the above cause, by Benjamin Michaelson, his solicitor, to the bill of complaint against him in this Court exhibited:

This Defendant, answering, says:

1. That he admits that he made an agreement with the plaintiff for the purchase of certain land and improvements near Waugh Chapel, Odenton, Maryland, in the Fourth Election District of Anne Arundel County, and that said plaintiff borrowed the sum of One Hundred (\$100.00) Dollars from this defendant as a down payment, but this defendant avers that said agreement included the condition that the plaintiff was to continue in the employ of the defendant until the purchase price of said property was paid in full.
2. That the plaintiff was familiar with all the details relative to the financing of the purchase of said property, and he personally acted as agent of this defendant in consummating the transaction.
3. That said plaintiff left the employ of this defendant about three years ago, in violation of said agreement, and at the time he left, he was indebted to this defendant, and he still is indebted to this defendant for the following items:
  - Cash loaned to the plaintiff, \$100.00
  - Cinder blocks purchased for the plaintiff, \$37.50
  - One Polo Pony, \$250.00
  - One winch, \$215.00
4. That said plaintiff is also further indebted to this respondent for other articles of personal property including a bath tub and a wash basin valued at \$75.00, now on the premises, and an electric motor, valued at \$100.00.
5. That even though said plaintiff violated his agreement with this defendant, this defendant is still willing to convey said property to the plaintiff upon his payment of the monies due and owing to this respondent as set forth above.
6. That this defendant admits that he decided to sell said property but ONLY after the said plaintiff violated his agreement of employment and after he failed to keep his promise to pay the aforesaid indebtedness to this respondent.

Having fully answered said bill of complaint, this defendant prays to be hence dismissed with his costs.

Benjamin Michaelson,

Solicitor for Respondent.

Filed July 9", 1946.

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled case is hereby submitted for Decree.

C. Osborne Duvall, Solicitor for Plaintiff

Benjamin Michaelson, Solicitor for Defendant.

Filed August 25, 1948

\*\*\* SEE OPINION COPIED BELOW THIS DECREE.  
DECREE

This case coming on for bearing, and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered.

It is, thereupon, this second day of September, 1948, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed:

(1) That the Defendant holds the property conveyed to him by Home Owners' Loan Corporation by deed dated December 14, 1939, and recorded among said County's Land Records, in Liber J.H.H. No. 212, Folio 223, etc., in trust for the plaintiff, and as security for the payment of certain moneys advanced by him, the defendant, to, or for the account of, the plaintiff.

(2) That Benjamin Michaelson and C. Osborne Duvall, Esquires, be, and they are hereby appointed <sup>Trustee</sup> ~~to~~ convey said property to the plaintiff free and clear of all claims of the defendant or any one claiming by, from, or under him, therein or thereto, as soon as the plaintiff performs the following conditions, that is to say:

(a) Pays to the defendant or to Benjamin Michaelson, Esquire, his solicitor of record, or into the Registry of this Court the sum of one hundred fifty-three dollars (\$153).

(b) Returns to the defendant, in good repair, the winch mentioned in these proceedings as having been borrowed by the plaintiff from the defendant.

(c) Pays to said Home Owners' Loan Corporation the balance due by the defendant to it on the mortgage mentioned herein, as dated December 27, 1939, and recorded among said Land Records, in Liber J. H.H. No. 209, Folio 261, etc., and procures and has recorded a release of said mortgage.

(3) That the plaintiff pay the costs of this case as taxed by the clerk.

James Clark,

Judge.

Filed Sept. 2, 1948.

OPINION

Along about the first of December, 1939, the plaintiff, who was then working for the defendant and had been working for him for some years, conceived the idea that he would like to own a small home. The Home Owners' Loan Corporation, hereinafter sometimes called the "Corporation", had a property which struck his fancy. He approached said Corporation's agent and was finally told that he could buy this property for \$1000.00, of which \$100.00 would have to be paid in cash and the balance would be carried on a purchase money mortgage. He had no money, and approached his employer on the subject. Mr. Rosenfield advanced the \$100.00 needed for the down payment, took title to the property in his own name, and executed the purchase money mortgage to secure the payment of the balance. Just why the matter was handled this way is a little clouded, but, in view of subsequent developments, the reason is not now material.

Time passed on. The plaintiff took possession of the property; and has held it ever since. He has, it is conceded, made all the payments on the Corporation's mortgage, and has now reduced it from \$900.00 to \$165.00. He says he paid the \$100.00 the defendant advanced; the defendant denies this. He quit the defendant's employ on November 1, 1944, and, on April 13, 1946, filed his bill herein, praying, among other things, that the defendant be declared to hold the property in trust for him. The defendant answered, setting up that the plaintiff not only still owed him the original \$100.00 advanced for the down payment as aforesaid, but actually owed him considerable other monies, and expressing his willingness to convey the property to the plaintiff on the payment thereof. Testimony was taken in open Court and the case is now before me for determination.

(1) A deed, though purporting to be absolute on its face, and without an accompanying written

defeasance or other written agreement, may be treated in equity as a "mortgage", as between the original parties, if it be shown to have been intended merely as security for an existing debt, or a contemporaneous loan. That such was the situation here is, to all intents and purposes, admitted. I think, however, the deed to Mr. Rosenfield must be taken as security for a little more than the repayment of the original \$100.00 advanced. When he executed the mortgage he made himself personally liable for the payment of the mortgage debt, and, I think, the security must be extended to protect him from this personal liability. But, regardless of that, the plaintiff has the right to maintain a bill to have the deed declared a mortgage and to have the amount, if any due thereon, determined so that he could redeem the property by the payment of the balance due, as so determined, (Thomas vs Klemm, 43 Atlantic 2d 193), or to have the property impressed with a trust in his favor (O'Connor vs Estevez, 182 Maryland 541). The plaintiff is, accordingly, properly in Court.

(2) I think the plaintiff has repaid the \$100.00 originally advanced by Mr. Rosenfield. He says he did, and produced fourteen receipts, the first, dated January 6, 1940, for \$3.40, and thirteen for \$5.00 each, beginning January 13, 1940, and continuing on, mostly at intervals of a week, until April 20, 1940. I cannot figure out where the receipt for \$3.40 fits into the picture. But the receipt dated February 17, 1940, has "bal. 40<sup>00</sup>" written thereon, and I take it that that was intended to mean that there was a balance of \$40.00 then due on the debt which the plaintiff was paying. If the debt was the \$100.00 originally advanced by the defendant as the plaintiff says it was, and he began paying thereon when he first bought the property, and paid \$5.00 a week thereafter, he would have paid about \$60.00 by February 17, 1940, and it would seem THAT this notation correctly stated the situation. The next receipt is dated March 9, 1940, and there is written thereon "Balance \$30.<sup>00</sup>". Then followed six receipts for \$5.00 each at weekly intervals, and, on the last thereof, dated April 20, 1940, is the notation in red ink "in full". While that is not conclusive, it certainly calls for an explanation by the defendant (Virdin vs Stockbridge, 74 Maryland 481; Owings vs Dayoff, 159 Maryland 403, 416, 417), and I can find no satisfactory explanation. I think both Mr. and Mrs. Rosenfield tried to tell the truth, but they were so hazy and so indefinite that I cannot ascribe very much weight to their testimony. Mr. Rosenfield, I am afraid, had too many "irons in the fire" to pay much attention to this small matter.

(3) The defendant in substantiation of his right to demand payment of certain other claims he says the plaintiff owes him, invokes the old maxim that "he who seeks equity must do equity". That, of course, is a good maxim where it applies. However, the claims which the defendant sets up did not grow out of the purchase of the property, but out of separate and distinct matters; and the question is, can he invoke that maxim to enforce the payment of those particular claims? Pomeroy seems to think that he cannot. In Section 387 of his work on Equity Jurisprudence, he says:

"Finally, the principle will not apply so as to compel the plaintiff to do equity, where the relief sought by the plaintiff, and the equitable right or relief secured or awarded to the defendant, belong to or grow out of two entirely separate and distinct matters."

And the authors of the Article on "Equity" in 30 Corpus Juris Secundum seem to have the same idea. There, at p. 466, they say:

"One of the most important qualifications of this maxim is that the equity which the party seeking equity is required to do must arise from, and belong to, the transaction and subject matters to which he seeks relief, etc. It does not embrace outside matters. Its application depends on the character of defendant's equity or legal right which must in some form amount to a charge



on, or equity against the particular demand set up in the bill, or a covenant or condition limiting it. Mere collateral relationship to the cause of action set up in the bill, of another distinct cause of action arising out of the same transaction, does not suffice."

At one time in the history of our Jurisprudence, the rule was that if a mortgagor went into chancery to redeem, he would only be permitted to do so upon payment, not only of a mortgage debt, but of all other debts due from him to the mortgagee (Lee vs Stone, 5 Gill and Johnson 1, 22). There were, however, a number of qualifications to this rule. For instance, if the mortgagee sought the aid of chancery to foreclose his mortgage, the mortgagor was permitted to come in and redeem upon the payment of the mortgage debt only, no matter to what amount, on other accounts, he might have stood indebted unto the mortgagee, *ibid*. And a subsequent mortgagee or judgment creditor was permitted to redeem upon the payment of the mortgage debt alone, *ibid*. And the equity did not extend to the assignee of the mortgagor (Gelston vs Thompson, 29 Maryland 595, 601).

The Code, Article 66, Section 2, however, now provides in part that:

"No mortgage or deed in the nature of a mortgage shall be a lien or charge on any estate or property for any other or different principal sum or sums of money than the principal sum or sums that shall appear on the face of such mortgage and be specified and recited therein, and particularly mentioned and expressed to be secured thereby at the time of executing the same; °°°."

In view of this, it is a little difficult to see how the old English doctrine of tacking can any longer be applied in Maryland; and I know of no recent case where it has been applied. It was emasculated, if not entirely repudiated, by Judge Alvey in Brown vs Stewart, 56 Maryland 421; and in Savings and Loan Association vs Martindale, 175 Maryland 586, 588, Judge Sloan seems to have assumed that it no longer existed. He, there, said:

"Martindale's chief contention is that the Glen Burnie Association had no right to refuse to release its mortgages when it was tendered its mortgage debt in full, and that it could not require, as a condition precedent, the tacking of its claim against Martindale on account of the \$2000 deposit of his New York draft, and correctly cites Brown v. Stewart, 56 Md. 421, 430; Evans v. Bulman, 91 Md. 84, 88, 46 A. 315; in support of his contention".

The draft so mentioned by Judge Sloan had been turned over by Martindale to the Association, and, by it, deposited in the County Trust Company, and a part thereof lost when the County Trust Company failed to open at the end of the bank holiday on March 4, 1933. The Association's contention was that Martindale should stand this loss and had refused to release certain mortgages unless he made said loss good. After the above quoted excerpt, Judge Sloan went on to say that the "Glen Burnie Association had no right to condition the release of Martindale's mortgages on the payment of its losses in the County Trust Company" (see also Horner vs Chaisty, 101 Maryland 593; Koehnlein vs Koehnlein, 146 Maryland 660).

While, what I have just said applies primarily to technical mortgages, it, I think, applies with equal force to a deed in the nature of a mortgage. If that were not so, then a man lending money would be in a better position by taking an equitable mortgage rather than a legal one; and I do not think that that can be maintained. (See Evans vs Bulman, *supra*; and Horner vs Chaisty, *supra*).

I, therefore, conclude that it is very doubtful whether the defendant can, in the present state of the law, rely on said maxim to enforce the payment of the claims he sets up. However, as a lot of testimony was taken on these claims, without objection, and as I must, in any event, reject most of them, I will not pass on that question now, but will go on and state my opinion on the several claims and see if we cannot get the case worked out in a manner satisfactory to both the parties.

(4) The Plaintiff admits that he owes the defendant \$103.00; and, I think he should be taken at his word. There is no dispute about \$90.00 of this, which was loaned to enable the Plaintiff to buy an adjoining lot. The dispute arises over a balance due on some cinder blocks. The difference is not much and as Mr. Rosenfield did not bring his books into Court and seemed somewhat uncertain about the real facts, I must take the plaintiff's version as correct, and let this item stand at \$103.00.

(5) I will disallow the plaintiff's claim based on the loss of the polo pony, as well as his claims for the bathtub, basin, and motor. The plaintiff was not an insurer of the polo pony, and there is nothing to show that said pony's death was brought about by his fault or negligence. The claims for the bathtub, basin and motor were based, principally, on "hearsay", and I do not think Mr. Rosenfield met the burden cast on him of substantiating these claims by a preponderance of the testimony. In any event, no values were proved as to any of these items, and I would not know what to allow, if I thought anything should be allowed.

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(6) I think the plaintiff should pay Mr. Rosenfield \$50.00 for the tires. He took them and admitted that Mr. Rosenfield told him that he would charge him half price for the same. He did not attempt to say what a fair price or what half a fair price would have been. Mr. Rosenfield testified that the tires were worth, at least, \$50.00, and, knowing that tires were rather expensive articles at about that time, I accept his word.

(7) There is such a wide difference of opinion about the value of the winch that it occurs to me that Mr. Pokorney was, possibly talking about one winch and Mr. Rosenfield about another. In any event, Mr. Rosenfield seems to have permitted Mr. Pokorney to borrow and, possibly, lend his property practically at will, and in the light of the way they did business, I do not think Mr. Pokorney should be charged with the \$215.00 Mr. Rosenfield claims for the winch, if he can repair it and return it in substantially as good condition as it was when he got it.

(8) I do not think the defendant's contention to the effect that the plaintiff agreed to work for him until the property was completely paid for, can help the defendant. Conceding that this alleged agreement was sufficiently definite and certain to be enforced (but, as to it, see W.B. & A. R.R. Company vs Moss, 127 Maryland 12), the defendant has not shown that he was hurt by the defendant's quitting. He did not even attempt to show that he had to employ another man to do the work the plaintiff had been doing, or that he had to pay more money than he was paying the plaintiff. On the contrary, he not only gave the plaintiff the "release" then required by the Federal Regulations, but I rather gathered from his testimony that, as the plaintiff was, in common parlance, "soldiering on the job", he was rather fortunate in getting him off his payroll.

(9) As I have heretofore intimated, I do not think the plaintiff is entitled to a decree requiring the defendant to convey the property to him until the plaintiff has completely satisfied the mortgage given by Mr. Rosenfield to the Corporation, and thereby released Mr. Rosenfield of all personal liability thereon. I will, accordingly, not pass a decree at this time, but, having expressed my views, will leave the matter open for, say, thirty days, and give counsel an opportunity to work the situation out. If that is done promptly, the costs will be very little; but if the case goes to a decree, so that the papers will have to be recorded, they will be considerably more. I think this settlement should be worked out this way. Mr. Pokorney should repair and return the winch as suggested in paragraph 7 of this opinion. He should then pay Mr.

Rosenfield the \$103.00 discussed in the 4th paragraph, plus the \$50.00 which, I think, he owes, as stated in the 6th paragraph, or \$153.00. As the mortgage has been reduced to \$165.00, Mr. Rosenfield's personal liability is more technical than practical. He should, accordingly, convey the property to Mr. Pokorney, and close the matter up. If that is done, Mr. Pokorney should pay the costs. If the parties cannot work out the situation within thirty days, or if Mr. Pokorney cannot repair and return the winch as above suggested, I will file a supplemental opinion wherein I will determine all questions which I have now left open, as well as such decree as may be right and proper.

20 November 1947.

James Clerk, Judge.

Filed November 20, 1947.-

See Decree filed 2 September, 1948, on page No. 177.

Ex Parte,	:	No. 9523 EQUITY
IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
CHANGE OF NAME OF	:	FOR
PAULINE T. HERPEL	: :	ANNE ARUNDEL COUNTY
	: : : : : :	

PETITION FOR CHANGE OF NAME

To the Honorable, the Judges of said Court:

The Petition of Pauline T. Herpel respectfully states:

(1) That your Petitioner was divorced from Charles William Herpel, Jr., by Order of This Honorable Court, , dated July 28, 1948, as will more fully appear by reference to Divorces No. 3176, in the Circuit Court for Anne Arundel County.

(2) That your Petitioner desires her name to be changed in law to that of Pauline Theresa Ernst, her maiden name, and such change of name will not affect any property rights or rights of creditors or affect in any manner any persons whomsoever, other than your Petitioner.

To the end, therefore:

(1) That the name of your Petitioner be changed to Pauline Theresa Ernst.

(2) And for such other and further relief as the nature of her case may require.

William W. Townshend, Jr.,

Pauline T. Herpel,

Attorney for Petitioner

Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify that on this 17th day of September, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Pauline T. Herpel, Petitioner, and she made oath in due form of law that the information and facts contained herein are true to the best of her knowledge.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ray Washburn, Notary Public

Filed September 21, 1948.

ORDER OF COURT

Upon the foregoing petition and affidavit it is Ordered by the Circuit Court for Anne Arundel County, this 22nd day of September, 1948, that the name of Pauline T. Herpel be, and it is hereby changed to that of Pauline T. Ernst.

AND it is further ordered that the Petitioner pay the costs of these proceedings.

Marvin I. Anderson.

Filed Sept. 22<sup>n</sup>, 1948

EX PARTE : NO. Equity 9526  
 IN THE MATTER OF THE CHANGE : IN THE CIRCUIT COURT  
 OF NAME OF : FOR  
 ✓ RICHARD SALONoy PETRALBA. : ANNE ARUNDEL COUNTY  
 : : : : : : : : :

PETITION FOR CHANGE OF NAME.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Richard Salonoy Petralba respectfully represents:

1. That he is a native of Hawaii and is presently a Navy airman apprentice, located on the USS BLOCK ISLAND, attending the ABM school;
2. That he is more than 21 years of age;
3. That the petitioner desires to have his name legally changed from Richard Salonoy Petralba to Richard Salonoy Cortez;
4. That the reasons why the petitioner desires his name changed from Richard Salonoy Petralba to Richard Salonoy Cortez is that his father is estranged from his mother, whose maiden name was Cortez; that he took her name when he joined the Navy; that he finds the name Cortez more familiar to the public; easier to pronounce and remember than the name Petralba;
5. That he assures the court that there is no other reason for change of his name than those given above;

WHEREFORE your petitioner respectfully prays that his name be changed by decree of this Honorable Court from Richard Salonoy Petralba to Richard Salonoy Cortez.

Linwood L. Clark,

Attorney

Richard Salonoy Petralba

Petitioner

THIS IS TO CERTIFY that before me, a notary public, of the State of Maryland, in and for Anne Arundel County, personally appeared Richard Salonoy Petralba and made oath in due form of law that the matters and facts above set forth are true.

AS WITNESS my hand and notarial seal this 22" day of September, 1948.

(Notarial Seal)

Linwood L. Clark,

Notary Public.

Filed Sept. 23", 1948.

ORDER OF COURT.

Having considered the foregoing Petition and Affidavit, and being of the opinion that the petitioner, Richard Salonoy Petralba, who wishes to have his legal name changed to Richard Salonoy Cortez, and being satisfied that there is no reason for refusing the request of said Petitioner, it is thereupon ORDERED, ADJUDGED and DECREED this 24 day of September, 1948, by the Circuit Court for Anne Arundel County in Equity, that the petitioner's name be hereby changed from Richard Salonoy Petralba to Richard Salonoy Cortez, which latter name is henceforth to be used by him and by which he will be known.

Marvin I. Anderson,

Judge.

Filed Sept. 29", 1948

JOHN B. ROWE, ASSIGNEE

VS

WILBERT C. PHELPS  
and

VIOLA PHELPS, his wife.

No. 9415 Equity

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage from the Defendant to The Annapolis Banking & Trust Company, dated August 26, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 165, folio 302, which mortgage has been assigned to the Plaintiff.

John B. Rowe,

Attorney for Plaintiff.

Filed March 23, 1948

MORTGAGE

THIS MORTGAGE, Made this 26th day of August, in the year nineteen hundred and forty-six by and between WILBERT C. PHELPS and VIOLA PHELPS, his wife, of Anne Arundel County in the State of Maryland, of the first part, Mortgagors and THE ANNAPOLIS BANKING & TRUST COMPANY of the second part, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to the Mortgagors the sum of Forty-five hundred (4500) Dollars, being the balance of the purchase money for the property herein described, which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4% per annum, in the manner following: By the payment of Thirty-one (31) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following manner:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same on the West side of the County Road leading from Glen Burnie to Odenton at the distance of 20 feet northeasterly from the end of the first line in the deed from Bernard Koppold and wife to Charles Kriewald and wife, dated February 9, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 57, folio 417, etc. and the corner of said first mentioned road; thence running North 36 degrees East 105 feet; thence North 57 degrees 30 minutes West 416 feet; thence South 36 degrees West 105 feet to the 20 foot road heretofore

mentioned; thence on said road, South 57 degrees 30 minutes East 416 feet to the place of beginning. Containing one acre of land, more or less.

BEING the same lot of ground described in a deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Minna A. Liebau, widow, to the within named Mortgagors.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple.

PROVIDED that if the said Mortgagors their heirs, personal representatives or assigns shall well and truly pay or cause to be paid the aforesaid sum of Forty-five hundred (4500) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the aforesaid property upon paying in the meantime all ground rent, taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property. which ground rent, taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable.

AND the said parties of first part do hereby declare assent to the passing of a decree by the CIRCUIT COURT OF BALTIMORE CITY, or the CIRCUIT COURT NUMBER TWO OF BALTIMORE CITY, for a sale of the property hereby mortgaged, in accordance with Chapter 123, Sections 720 to 732, inclusive, of the Laws of Maryland passed at the January session in the year 1898, or any supplement or additions thereto.

AND in case of any default being made in the payment of said money, or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said Mortgagee, its successors personal representatives or assigns, or James K. Cullen, his, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, (under Article 66, Sections 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Anne Arundel County and such other notice as by the said Mortgagee, its successors or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty (50) Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if there be any) shall be paid to the said Mortgagors, their

personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay and the said Mortgagee, its successors or assigns or James K. Cullen their said Attorney shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five hundred (4500) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

AND the said parties of the first part further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Test:

Nancy B. Edwards

WILBERT C. PHELPS (Seal)

VIOLA A. PHELPS (SEAL)

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 26th day of August in the year nineteen hundred and forty-six before me, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared WILBERT C. PHELPS and VIOLA PHELPS, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Andrew A. Kramer, President of the within named body corporate, Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Nancy B. Edwards. Notary Public.

Recorded 6 Sept. 1946, at 2 P.M., Liber J.H.H. No. 365, folio 302.

SHORT ASSIGNMENT

"FOR VALUE RECEIVED, The Annapolis Banking and Trust Company does hereby assign the above and within mortgage to John B. Rowe, Attorney, for the purpose of foreclosure.

IN WITNESS WHEREOF, the Bank has caused this instrument to be executed by L. J. O'Connor, Jr., Vice President, and its seal affixed and duly attested by Kenneth E. Jacobs, Assistant Secretary, this 12th day of March, 1948."

TEST:

Kenneth E. Jacobs, Assistant Secretary

THE ANNAPOLIS BANKING AND TRUST COMPANY  
By L. J. O'CONNOR, JR., VICE PRESIDENT.

(Corporate Seal.)

Received for record March 23, 1948, at 10:30 A.M. Liber J.H.H. 365 folio 305.

Filed March 27, 1948.

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared James K. Cullen, Attorney, and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief (1) said defendants are not in the military service of the United States.

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants are not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not a member of the Enlisted Reserve Corps who has been been ordered to report for military service.

James K. Cullen, Affiant.

Subscribed and sworn to before me this 13th day of April, 1948.

(Notarial Seal)

Nancy E. Hilton, Notary Public

Filed April 14, 1948.

STATEMENT OF MORTGAGE DEBT

Amount of principal mortgage debt from Wilbert C. Phelps and

wife to The Annapolis Banking & Trust Company, dated August 26, 1946 \$4500.00

Interest from September, 1947 to April 19, 1948, Total 116.43  
\$4616.43

Less amount paid on account of principal \$199.08

Balance to credit of Mortgagor's expense account Total 11.43 210.51

Balance due Mortgagee to April 19, 1948 \$4405.92

State and County taxes paid to December 31, 1948

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13th day of April, 1948, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared JOHN B. ROWE, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Notarial Seal)

Nancy E. Hilton, Notary Public

FILED April 14, 1948.

B O N D

NEW AMSTERDAM CASUALTY COMPANY

KNOW ALL MEN BY THESE PRESENTS:

That we, John B. Rowe, Assignee, 2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND FIVE HUNDRED AND 00/100 (\$4,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.



Sealed with our seals, and dated this 13th day of April, in the year nineteen hundred and forty eight.

WHEREAS, the above bounden John B. Rowe, Assignee by virtue of the power contained in a Mortgage from Wilbert C. Phelps and Viola Phelps, his wife, to The Annapolis Banking and Trust Company, bearing date the 26th day of August nineteen hundred and forty-six, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 365, Folio 302, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden John B. Rowe, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Attest: Nancy E. Hilton

M. R. Gosweiler

Assistant Secretary

(Corporate Seal)

John B. Rowe, (SEAL)  
Assignee

NEW AMSTERDAM CASUALTY COMPANY

BY G. LEE BURGESS,  
Vice President.

Approved this 14th day of April, 1948,

John H. Hopkins, 3rd, Clerk.

Filed April 14, 1948

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Capital Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said John B. Rowe, Assignee, did, pursuant to said notice, on Monday, April 19, 1948, at 2 o'clock p.m., attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto Charles J. Brown, Jr., and Mary Brown, at and for the sum of Four thousand (4000) Dollars, the said purchasers at the price mentioned, being the highest bidders therefor.

Respectfully submitted,

John B. Rowe, Assignee of said Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of April, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Nancy E. Hilton, Notary Public.

Filed April 21, 1948.

ORDER NISI

Ordered, this 21st day of April, 1948, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee of said mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of May next.

The report states that the amount of sales to be \$4,000.00.

John H. Hopkins, 3rd, Clerk.

Filed April 21, 1948.

MORTGAGE SALEOF VALUABLE FEE SIMPLE RESIDENCE PROPERTY

SITUATE ON THE West side of the County Road leading from Glen Burnie to Odenton, Anne Arundel County, Maryland.

By virtue of the power contained in a mortgage from Wilbert C. Phelps and Viola Phelps, his wife, to The Annapolis Banking & Trust Company, dated August 26, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 365, folio 302, which mortgage has been assigned to John P. Rowe, for the purpose of foreclosure, the undersigned, Assignee, will sell at public auction on the premises ON MONDAY APRIL 19, 1948, at 2 o'clock P.M. all that fee simple real estate situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same on the West side of the County Road leading from Glen Burnie to Odenton at the distance of 20 feet northeasterly from the end of the first line in the deed from Bernard Koppold and wife to Charles Kriewald and wife, dated February 9, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 57 folio 417, etc., and the corner of said first mentioned road; thence running North 36 degrees East 105 feet; thence North 57 degrees 30 minutes West 416 feet; thence South 36 degrees West 105 feet to the 20 foot road herebefore mentioned; thence on said road, South 57 degrees 30 minutes East 416 feet to the place of beginning Containing one acre of land. more or less.

Improved by a one story, nine room frame dwelling.

All expenses including Anne Arundel County Sanitary charges; if any, to be adjusted to day of sale.

A cash deposit of \$300.00 will be required of the purchaser at the time and place of sale. balance of purchase money to bear interest from day of sale.

T. C. W. Hobbs & Company, Auctioneers

John B. Rowe, Assignee a-15

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 5, 1948.

We hereby certify, that the annexed Mortgage Sale Wilbert C. Phelps was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of April, 1948. The first insertion being made the 25th day of March, 1948.

The CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald.

Filed May 6, 1948.

FINAL ORDER

ORDERED BY THE COURT, This 27th day of May, 1948 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally ratified and Confirmed, no cause to

the contrary having been shown, although due notice appears to have been given as required under the Order Nisi, passed in said cause; and the Assignee allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson,

Judge.

Filed. May 27, 1948.

PETITION & ORDER TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Charles J. Brown, Jr., and Wilbert W. Brown respectfully represents unto your Honor:

1. That John B. Rowe, Assignee of the mortgage filed in these proceedings, after filing his approved bond, attended on the premises on Monday, April 19, 1948 and sold at public auction the property described in the mortgage filed in these proceedings unto Charles J. Brown, Jr., who is unmarried, and his mother, Mary Brown, at and for the sum of Four Thousand (4000) Dollars, they being the said purchasers. Said purchasers being the highest bidders at said sale.

2. That said sale was duly reported to this Honorable Court and an order Nisi thereon has been duly passed, but that said sale has not as yet been finally ratified and confirmed.

3. That your Petitioner, Charles J. Brown, Jr., has since sold all his right, title and interest in the said property by virtue of his purchase, to the said Wilbert W. Brown, who is ready, willing and able to comply with the terms of the sale and joins herein to request that he be substituted as purchaser in the place and stead of your Petitioner, Charles J. Brown, Jr.

WHEREFORE, your Petitioners pray that an Order may be passed by this Honorable Court substituting the said Wilbert W. Brown as one of the purchasers of the aforesaid property in the place and stead of your Petitioner, Charles J. Brown, Jr.,

AND as in duty bound, etc.

John B. Rowe

Solicitor for Petitioners

Charles J. Brown, Jr.,

Wilbert W. Brown,

Petitioners.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 5th day of May, 1948, before me, the subscriber, a Notary Public of the City of Baltimore, State of Maryland, personally appeared Charles J. Brown, Jr., and Wilbert W. Brown and made oath in due form of law that the matters and facts stated in the foregoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Nancy E. Hilton,

Notary Public.

I hereby assent to the passage of the Order prayed for in the foregoing Petition.

John B. Rowe, Assignee.

Filed May 6", 1948.

ORDER

Upon the foregoing Petition, Affidavit and Assent, it is this 7th day of May, 1948, Ordered by the Circuit Court for Anne Arundel County in Equity, that Wilbert W. Brown be and he is hereby substituted as one of the purchasers of the property described in these proceedings in the place and stead of Charles J. Brown, Jr.,

Marvin I. Anderson,

Judge

Filed May 7, 1948.

ORDER NISI

ORDERED, this 21st day of April, 1948, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee of said Mortgage. BE RATIFIED AND CONFIRMED, UNLESS CAUSE TO THE CONTRARY THEREOF BE SHOWN ON OR BEFORE THE 22nd day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of May next.

The report states that the amount of sales to be \$4,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy Test:

John H. Hopkins, 3rd Clerk.

M-13

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 25, 1948

We hereby certify that the annexed Order Nisi Sale- Equity No. 9415- Wilbert C. Phelps was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of May, 1948. The first insertion being made the 29th day of April, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By Ellen J. Cole

Filed May 25", 1948

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. June 10, 1948.

All of which is respectfully submitted.

Laura R. Jickling. Auditor

Dr. John B. Rowe, Assignee, vs. Wilbert C. Phelps and Viola Phelps, his wife, in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz..	<u>150.72</u>	200.72
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	<u>9.50</u>	38.25
To Assignee for Expenses, viz:		
Capital-Gazette Press- advertising sale	28.00	
Capital-Gazette Press -Order Nisi (Sale)	5.00	
Capital-Gazette Press - Order Nisi (Acct.)	5.00	
The Sun - advertising sale	8.70	
New Amsterdam Casualty Co.- bond premium	18.00	
T.C.W. Hobbs, Inc.-auctioneer's fee	25.00	
Clerk of Court- recording assignment	.75	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.20	
Nancy E. Hilton - notary fees	<u>.50</u>	95.35
To Annapolis Banking & Trust Co., mortgagee-		
this balance on account mortgage claim		<u>3,700.89</u>
		4,035.21

Amount of mortgage claim filed	4,405.92	
Cr. Amount allowed as above	<u>3,700.89</u>	
Balance subject to decree in personam	705.03	
With John B. Rowe, Assignee		Cr
1948		
Apr. 19 Proceeds of Sale	4,000.00	
Interest on deferred payment to 5/28/48	<u>24.05</u>	4,024.05
Refund 1948 State & County taxes		
(\$16.01-adjusted)		<u>11.16</u>
		<u>4,035.21</u>

Filed June 10, 1948

ORDER NISI

ORDERED, This 10th day of June, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of July next. Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of July next.

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 13, 1948

We hereby certify, that the annexed Order Nisi Auditors Account Wilbert C. Phelps was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of July, 1948. The first insertion being made the 17th day of June, 1948.

THE CAPITAL-GAZETTE PRESS, INC. ,

No. MG 3319

By R. L. Brown

Filed July 13, 1948

FINAL ORDER

ORDERED BY THE COURT, this 15th day of July, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Marvin I. Anderson,

Filed July 15, 1948

Judge.

For Further Proceedings see Liber J.H.H. No. 64, folio 387.

BEVERLEY JEANNE BOWEN,	:	No. 9469 EQUITY
Plaintiff,	:	IN THE CIRCUIT COURT
vs	:	FOR
OWEN ODELL BOWEN,	:	ANNE ARUNDEL COUNTY
Defendant.	:	

Decree

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

It is thereupon, this 9th day of August, A.D., 1948, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered, and Decreed, that the marriage of Beverley Jeanne Bowen

(nee Bitter) to Owen Odell Bowen, be and the same is hereby annulled and made void ab initio. And it is further Adjudged, Ordered, and Decreed, by the authority aforesaid, that the plaintiff shall resume her maiden name of Beverley Jeanne Bitter.

And it is further Ordered, that the plaintiff pay the costs of this proceeding.

Marvin I. Anderson, Judge.

Filed August 9", 1948

IN THE MATTER OF THE PETITION	:	
OF	:	No. 9486 EQUITY
RICHARD R. McCOWN and	:	In the Circuit Court
LUCILLE C. McCOWN, his wife	:	for
and of LUCILLE CURRY McCOWNn.	:	Anne Arundel County.
a minor, by her parents,	:	
For A Change of Name.	:	

::: : : :::

Petition For A Change of Name

To the Honorable, The Judges of said Court:

The Petitioners respectfully show:

1. That Lucille Curry McCown is a minor now eight years of age, residing with and in the custody of her parents, Richard R. McCown and Lucille C. McCown, his wife, at No. 1 Madison Street, Annapolis, Maryland. All of them are residents of Anne Arundel County, Maryland.

2. That the minor and her parents desire that her name be changed in law to that of Mickie Lucille Curry McCown, and such change of name will not affect any property rights or rights of creditors or affect in any manner any persons whomsoever other than the petitioners, and will enure to the welfare of the child and of the petitioners.

To The End Therefore: (1) That the name of the minor be changed in law to that of Mickie Lucille Curry McCown.

(2) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Richard R. McCown      Petitioner  
 Lucille Curry McCown,    Petitioner  
 Lucille Curry McCown,    Petitioner  
 By Richard R. McCown  
 Lucille C. McCown  
 Her Parents and next friends.

Emanuel Klawans,      Solicitor for the petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify, that on this 12th day of July, 1948, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Richard R. McCown and Lucille C. McCown and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as there stated, to the best of their information, knowledge and belief. Witness my hand and notarial seal.

(Notarial Seal)

Emanuel Klawans, Notary Public.

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 19th day of July, A.D. 1948, by the Circuit Court for Anne Arundel County sitting in equity, adjudged, ordered, and decreed,

that the name of Lucille Curry McCown, a minor, be and it is hereby changed in law to that of Mickie Lucille Curry McCown, And it is further ordered that the petitioners pay the costs of these proceedings.

Marvin I. Anderson, Judge.

Filed July 19, 1948

ESTHER F. HALLOCK : No. 9235 EQUITY  
VS : IN THE CIRCUIT COURT  
CATHERINE H. LANIGAN : FOR  
: ANNE ARUNDEL COUNTY  
: : : : : :  
: : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATRIX, complaining, says:

FIRST: That by deed dated November 14, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 345, folio 114, Joseph H. Griscom, Sr., Sheriff of Anne Arundel County, conveyed to your oratrix a one-half, undivided interest in and to two lots of ground situated in the Second Election District of Anne Arundel County, Maryland, and known as Lots Nos. 3 and 4, as shown on the plat of West River Grove, which plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod U, Page 6, said original deed being filed herewith and marked "Complainant's Exhibit A" The said lots are improved by a one and one-half story dwelling house, which property has a total sales value of approximately \$7,000.00.

SECOND: That said property is the same as that conveyed to the respondent, Catherine H. Lanigan and William B. Lanigan, her husband, as joint tenants, by Esther F. Hallock and husband by deed dated September 29, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 77, folio 282, a certified copy of which is filed herewith and marked "Complainant's Exhibit B."

THIRD: That as will appear in the proceedings known as No. 7 Judicials, October Term, 1945, in the case of Esther F. Hallock, Administratrix, etc., vs William B. Lanigan, an execution was issued out of the Circuit Court of Anne Arundel County dated September 5, 1945; and the aforesaid one-half interest of William B. Lanigan was sold to your oratrix at public sale, thereby vesting title to the same in your oratrix and Catherine H. Lanigan as tenants in common.

FOURTH: That ever since your oratrix acquired her one-half interest in said property, the said Catherine H. Lanigan has been in control of the same, neither occupying it nor authorizing its rental to third parties, and that your oratrix is, therefore, being deprived of any benefit from or enjoyment of said real estate.

FIFTH: That this property is not susceptible of division in kind without loss or injury to the parties involved; and your oratrix, by reason thereof, feels that a public sale of the premises should be made and the proceeds divided among those entitled to the same according to their respective interests.

SIXTH: That the respondent is a non-resident of this state, whose present address is No. 1364 Randolph Street, N.W. Washington, D. C..

TO THE END, THEREFORE:

(1) THAT a decree may be passed by this Honorable Court authorizing a public sale of the property hereby mentioned.

(2) THAT a distribution of the proceeds of such sale may be made according to the respective

interests of the parties.

(3) THAT your oratrix may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your oratrix an order of publication commanding the said Catherine H. Lanigan, the respondent, to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Esther F. Hallock

Complainant

Albert J. Goodman,

Solicitor for Complainant

ALBERT J. GOODMAN, Solicitor

Annapolis, Maryland

ORDER OF PUBLICATION

The Object of this suit is to obtain a decree for the sale of certain real estate located in Anne Arundel County, Maryland, and to have the proceeds of said sale distributed according to the respective interests of the parties.

The bill recites, among other things, that the complainant acquired a one-half, undivided interest in Lots Nos. 3, and 4, as shown on the plat of West River Grove, Seventh Election District, Anne Arundel County, Maryland, which plat is filed in Plat Cabinet No. 1, Rod U, Page 6, acquired by deed dated November 14, 1945, and recorded in Liber J.H.H. No. 345, folio 114, from Joseph H. Griscom, Sr., Sheriff of Anne Arundel County. That said lots are improved by a one and one-half story dwelling house valued at approximately \$7,000.00. That said property is the same as conveyed to the respondent and her husband, William B. Lanigan, as joint tenants, by Esther F. Hallock and husband by deed dated September 29, 1930, and recorded in Liber F.S.R. No. 77, folio 282. That the complainant obtained this one-half interest at public sale by virtue of an execution issued out of the Circuit Court of Anne Arundel County dated September 5, 1945, as will appear in No. 7 Judicials, October Term, 1945, in the case of Esther F. Hallock, Administratrix, etc., vs William B. Lanigan, thereby vesting title to the same in the complainant and respondent as tenants in common.

That ever since the complainant acquired her one-half interest therein, the respondent has been in control of said property neither occupying it nor renting it; and the complainant is being deprived of any benefit from or enjoyment of the same. That said property is not susceptible of division in kind without loss or injury to the parties involved, and the complainant feels that a public sale of the premises should be made and the proceeds divided between the parties hereto. That the respondent is a non-resident of this state, whose present address is No. 1364 Randolph Street, N.W., Washington D.C.

It is thereupon, this 14" day of May, 1947, by the Circuit Court for Anne Arundel County in Equity ordered that the complainant cause a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 20" day of June, 1947, giving notice to the said Catherine H. Lanigan of the object and substance of this bill, warning her to be and appear in this Honorable Court, either in person or by solicitor, on or before the 5" day of July, 1947, to show cause, if any she have why a decree should not be passed as prayed herein.

John H. Hopkins, 3rd, Clerk

Filed May 14, 1947.

COMPLAINANT'S EXHIBIT A



EXAMS. ESH. 1.

Mr. Clerk:

Please file, etc.

Albert J. Goodman,

Solicitor for Complainant.

NO TITLE EXAMINATION MADE

D E E D

(INT. REV. STAMPS \$1.10) (Md. State Stamps \$.70)

THIS DEED, made this 14th day of November, 1945, by me, JOSEPH H. GRISCOM, Sr., Sheriff of Anne Arundel County, Maryland, WITNESSETH:

THAT by virtue of an execution issued out of the Circuit Court of Anne Arundel County and dated September 5, 1945, in the case of Esther F. Hallock, administratrix of the estate of Lewis A. Woodfield, deceased, vs William B. Lanigan, known as No. 7 Judicials, October Term, 1945, I, JOSEPH H. GRISCOM, Sr., as sheriff of said county, have sold to ESTHER F. HALLOCK all the right, title and interest of the said William B. Lanigan in and to the following property, the same being a one-half, undivided interest:

ALL those two lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and known as Lots Nos. 3 and 4, as shown on the plat of West River Grove, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 32, now recorded in Plat Cabinet No. 1, Rod U, Page 6, together with the improvements thereupon situate, consisting of a one and one-half story dwelling house.

BEING the same property which was conveyed to William B. Lanigan and Catherine H. Lanigan, his wife, as joint tenants, by Esther F. Hallock and husband by deed dated September 29, 1930, and recorded in Land Records of Anne Arundel County in Liber F.S.R. No. 77, folio 282.

NOW, THEREFORE, I, the said JOSEPH H. GRISCOM, Sr., Sheriff of Anne Arundel County, do grant unto the said ESTHER F. HALLOCK all the right and title of William B. Lanigan in and to said hereinbefore-described property.

AS WITNESS my hand and seal.

WITNESS:

Grace R. Hartge

Joseph H. Griscom, Sr., (SEAL)

Sheriff of Anne Arundel County.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOSEPH H. GRISCOM, Sr. Sheriff of Anne Arundel County, and acknowledged the foregoing deed to be his deed and act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Grace R. Hartge, Notary Public

Filed May 14", 1947

COMPLAINANT'S EXHIBIT B EXAMS. EXH. 12".

DEED

THIS DEED, Made this 29th day of September, in the year of our Lord, one thousand nine hundred and thirty, by and between Esther F. Hallock and Thomas B. Hallock, her husband, of Shadyside, Maryland, parties of the first part, and William B. Lanigan and Catherine H. Lanigan, his wife, as joint tenants of Washington, D. C., parties of the second part.

Witnesseth: That in consideration of One Dollar legal currency of the United States, receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto William B. Lanigan, and Catherine H. Lanigan, his wife, as joint tenants parties of the

second part, their administrators, heirs and assigns, in fee simple, all that certain piece or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, being part of the same land which the said parties of the first part Esther F. Hallock and Thomas B. Hallock, her husband, obtained from Louis A. Woodfield by deed dated the 20th day of March, 1930, recorded in Liber \_\_\_\_\_ at folio \_\_\_\_\_ being described as follows, to wit:

Lots Three (3) and Four (4) of the Subdivision of West River Grove. Shadyside, Anne Arundel County, Maryland.

Together with the buildings and improvements thereupon, erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages, thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said William B. Lanigan and Catherine H. Lanigan, his wife, as joint tenants their heirs, assigns or administrators.

AND the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey said land; and that the said parties of the second part shall quietly enjoy said land; and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals.

Test:

Archie Rogers.

Thomas B. Hallock (SEAL)

Esther F. Hallock (SEAL)

Annie M. Rogers, Notary

State of Maryland, Anne Arundel County, SS:

I Hereby Certify, that on this twenty-ninth day of September, 1930 before me, the subscriber a Notary Public in foresaid State and County, personally appeared Esther F. Hallock and Thomas B. Hallock, and her husband, and did acknowledge the foregoing Deed to be their act.

In Testimony Whereof, I have affixed my official seal this \_\_\_\_\_ day of September 29th, A.D. 1930.

Annie M. Rogers

(Notarial Seal)

N. P. Anne Arundel Co.

Recorded October 16, 1930 at 2:30 P.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 77, folio 282, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of May, A. D. 1947.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed May 14, 1947

ORDER OF PUBLICATION

Albert J. Goodman, Solicitor, Annapolis, Maryland.

The object of this suit is to obtain a decree for the sale of certain real estate located in Anne Arundel County, Maryland, and to have the proceeds of said sale distributed according to the respective interests of all parties.

The bill recites among other things, that the complainant acquired a one-half, undivided interest in Lots Nos. 3 and 4, as shown on the plat of West River Grove, Seventh Election District, Anne Arundel County, Maryland, which plat is filed in Plat Cabinet No. 1, Rod U, Page 6, acquired by deed dated November 14, 1945, and recorded in Liber J.H.H. No. 345, folio 114 from Joseph H. Griscom, Sr., Sheriff of Anne Arundel County. That said lots are improved by a one and one-half story dwelling house valued at approximately \$7,000.00. That said property is the same as conveyed to the respondent and her husband, William B. Lanigan, as joint tenants, by Esther F. Hallock and husband by deed dated September 29, 1930, and recorded in Liber F.S.R. No. 77, folio 282. That the complainant obtained this one-half interest at public sale by virtue of an execution issued out of the Circuit Court of Anne Arundel County dated September 5, 1945, as will appear in No. 7 Judiciais, October Term, 1945, in the case of Esther F. Hallock, Administratrix, etc., vs William B. Lanigan, thereby vesting title to the same in the complainant and respondent as tenants in common.

That ever since the complainant acquired her one-half interest therein, the respondent has been in control of said property, neither occupying it nor renting it, and the complainant is being deprived of any benefit from or enjoyment of the same. That said property is not susceptible of division in kind without loss or injury to the parties involved and the complainant feels that a public sale of the premises should be made and the proceeds divided between the parties hereto. That the respondent is a non-resident of this state, whose present address is No. 1364 Randolph Street, N.W. Washington, D. C..

It is thereupon, this 14 day of May, 1947, by the Circuit Court for Anne Arundel County in Equity ordered that the complainant cause a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 20 day of June, 1947, giving notice to the said Catherine H. Lanigan of the object and substance of this bill warning her to be and appear in this Honorable Court, either in person or by solicitor, on or before the 5 day of July, 1947, to show cause, if any she have, why a decree should not be passed as prayed herein.

John H. Hopkins, 3rd, Clerk.

TRUE COPY TEST: John H. Hopkins, 3rd, Clerk.

6/6

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY That the annexed advertisement of Order of Publication was inserted in THE SOUTHERN MARYLAND TIMES, A WEEKLY NEWSPAPER PRINTED AND PUBLISHED in Anne Arundel County, Maryland, once a week for four successive weeks before the 20 day of June, 1947, that is to say, the same was inserted in the issues of May 16, 23, 30, June 6, 1947.

THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor.

Filed July 14, 1947

ANSWER TO COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Comes now the defendant, Catherine H. Lanigan, and for answer to the plaintiff's Complaint, says; --- 1) Defendant is advised and therefore concedes that the property referred to in Paragraph numbered First of plaintiff's Complaint was subject to a sheriff's sale in November, 1945, and as a result thereof a one-half (1/2) undivided interest in and to said property was conveyed to the plaintiff; defendant admits that said property is improved by a one and one-half (1 1/2) story building and the total value thereof is approximately Seven Thousand Dollars (\$7,000.).

2) Defendant admits the allegations contained in Paragraph numbered two (2) of the Complaint.

3) Answering Paragraph numbered three (3) of the Complaint, defendant is advised and therefore concedes that execution was issued as alleged, but defendant denies that the plaintiff acquired any title to or right in the one-half interest of William B. Lanigan from such execution and sale.

4) Defendant admits the allegations contained in Paragraph four (4) of the Complaint, and further answering the averments of said paragraph, the defendant says that she herself has paid all the taxes and assessments levied against said property and supervised and maintained the same before and since October 1945.

5) Defendant admits the allegations contained in Paragraph five (5) of said Complaint insofar as said paragraph states that the property is not susceptible of division in kind, but defendant denies that the plaintiff has a one-half (1/2) interest in the property or any interest therein.

6) Defendant admits the allegation contained in Paragraph six (6) of the Complaint.

And further answering plaintiff's Complaint, defendant says that heretofore on, to-wit, October 11th, 1935, the plaintiff's husband sued the defendant's husband, the said William B. Lanigan, in the Municipal Court for the District of Columbia, and in due course the plaintiff's husband was granted a judgment against the defendant's husband by that Court in the sum of Six Hundred Dollars (600.00); that, thereafter, the plaintiff's husband caused said judgment to be docketed in the District Court of the United States for the District of Columbia and execution issued thereon; that upon the death of plaintiff's husband, the plaintiff in October, 1945, brought suit upon the aforesaid judgment in this Court and caused execution thereon to be issued against the interest of the said William B. Lanigan in and to the property here in question; that in the consumation of such execution, the sheriff attempted to effect a sale to the plaintiff of the interest of the said William B. Lanigan in said property; that such sale and the alleged transfer of interest to the plaintiff were accomplished without notice to the defendant; that, thereafter, on, to-wit, June 8th, 1946, the defendant became apprised of these occurrences and immediately tendered the amount due to the plaintiff upon the aforesaid judgment such tender was refused by the plaintiff; that defendant is advised and believes and therefore avers that the property described has a reasonable market value in a sum in excess of Seven Thousand Dollars (\$7,000.); that the claim of the plaintiff in and to one-half (1/2) of such sum, namely Three Thousand Five Hundred Dollars (\$3,000) is a palpable attempt upon the part of the plaintiff to unjustly enrich herself to the detriment and harm of the defendant; that the plaintiff has no interest whatsoever in said property, the aforesaid sheriff's sale being void ab initio; that tender of the sum due upon the aforesaid judgment against the defendant's husband is hereby made again, in good faith.

WHEREFORE, in consideration of the foregoing, the defendant prays this Court to pass an Order dismissing the plaintiff's Complaint and declaring the property free and clear of any and all claims thereon by the plaintiff and requiring the defendant to pay into the registry of this Court, the sum of Six Hundred Dollars (\$600.00), subject to withdrawl by the plaintiff upon plaintiff's delivery to the defendant of a praecipe in the form acknowledging satisfaction of the judgment docketed in the District Court of the United States for the District of Columbia,

as aforesaid.

KILEY & LUCAS

8644 Colesville Road,  
Silver Spring, Md.

By J. Ambrose Kiley

Arthur F. Carroll, Jr. of Counsel

Attorneys for Defendant

R. Tilghman Brice, 3rd.

Filed July 7, 1947

DEMURRER

Mr. Clerk: Please file, etc.

Albert J. Goodman, Solicitor for Complainant.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE complainant, ESTHER F. HALLOCK, demurs to the answer filed in these proceedings and to each and every paragraph thereof, and for reasons says:

FIRST: That said answer is bad in substance and insufficient in law or in equity.

SECOND: That said answer admits all of the essential allegations of the bill of complaint filed herein and confirms the right of the complainant to the relief prayed for.

THIRD: That the allegations set forth in said answer, and more especially as expressed in Paragraph Three, Five and Six thereof, are untenable and nugatory and will not prevent the passage of a decree authorizing a public sale of the property mentioned in these proceedings.

FOURTH: And for other good and sufficient reasons to be shown at the hearing hereon.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Solicitor for Complainant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ESTHER F. HALLOCK and made oath in due form of law that the demurrer filed by her herein is not intended for delay.

AS WITNESS my hand and Notarial seal.

(Notarial Seal)

Grace R. Hartge, Notary Public

Filed July 14, 1947

OPINION AND ORDER.

The defendant, Catherine H. Lanigan, and William B. Lanigan, her late husband, owned certain property as joint tenants (Fladung vs Rose, 58 Maryland 13; Wolf vs Johnson, 157 Maryland 112). On September 5, 1945, while the said William B. Lanigan was still alive, the plaintiff, Esther F. Hallock, as the administratrix of Louis A. Woodfield, deceased, being the holder of a judgment against the said William B. Lanigan, on the law side of this Court, caused a writ of fieri facias to be issued thereon; and the Sheriff of Anne Arundel County, in virtue thereof, levied on, seized and took in execution all the said William B. Lanigan's half undivided interest in and to said property, and, in due course, sold said half interest to the said Esther F. Hallock, in her individual capacity, and, upon the payment of the purchase money, conveyed said half interest to her. The said Esther F. Hallock alleging that, in virtue of the facts hereinbefore stated, she and the said Catherine H. Lanigan are the owners of said property as tenants in common (Fladung vs Rose, supra: Thornburg vs Wiggins, 34 Northeastern (Ind) 999; 33 Corpus Juris 908; Tiffany, Real Estate

639), has now filed her bill herein for the sale of said property for purposes of partition (Code, Article 16, Section 159).

The defendant, Catherine H. Lanigan, appeared and answered. By the first paragraph of her answer, she admits that said property "was subjected to a Sheriff's sale in November, 1945, and, as a result thereof, a one-half undivided interest in and to said property was conveyed to the plaintiff": by the second, she admits that said property had been conveyed to the said Catherine H. Lanigan, and William B. Lanigan, as joint tenants, by the deed referred to in the second paragraph of said bill; by the third, she admits that execution was issued as alleged in the third paragraph of the bill, but denies "that the plaintiff acquired any title to, or right in, the one-half interest of William B. Lanigan from such execution and sale"; by the fourth, she admits the allegations contained in the fourth paragraph of the bill; by the fifth, she admits that said property is not susceptible of division in kind, but denies "that the plaintiff has a one-half interest in the property or any interest therein"; by the sixth, she admits that she, the defendant, is a non-resident of the State of Maryland; and, then, by two unnumbered paragraphs, says this:

"And further answering plaintiff's Complaint, defendant says that heretofore, on, to wit: October 11th, 1935, the plaintiff's husband sued the defendant's husband, the said William B. Lanigan, in the Municipal Court for the District of Columbia, and in due course the plaintiff's husband was granted a judgment against the defendant's husband by that Court in the sum of Six Hundred Dollars (\$600.00); that, thereafter, the plaintiff's husband caused said judgment to be docketed in the District Court of the United States for the District of Columbia, and execution issued thereon; that upon the death of plaintiff's husband, the plaintiff in October 1945, brought suit upon the aforesaid judgment in this Court and caused execution thereon to be issued against the interest of the said William B. Lanigan in and to the property here in question; that in the consummation of such execution, the sheriff attempted to effect a sale to the plaintiff of the interest of the said William B. Lanigan in said property; that such sale and the alleged transfer of interest to the plaintiff were accomplished without notice to the defendant; that, thereafter, on, to-wit, June 8th, 1946, the defendant became apprised of these occurrences and immediately tendered the amount due to the plaintiff upon the aforesaid judgment, such tender was refused by the plaintiff; that defendant is advised and believes and therefore avers that the property described has a reasonable market value in a sum in excess of Seven Thousand Dollars (\$7,000); that the claim of the plaintiff in and to one-half (1/2) of such sum, namely, Three Thousand Five Hundred Dollars (\$3,500) is a palpable attempt upon the part of the plaintiff to unjustly enrich herself to the detriment and harm of the defendant; that the plaintiff has no interest whatsoever in said property, the aforesaid sheriff's sale being void ab initio; that tender of the sum due upon the aforesaid judgment against the defendant's husband is hereby made again, in good faith.

"WHEREFORE, in consideration of the foregoing the defendant prays this Court to pass an Order dismissing the plaintiff's Complaint and declaring the property free and clear of any and all claims thereon by the plaintiff and requiring the defendant to pay into the registry of this Court, the sum of Six Hundred Dollars (\$600.00), subject to withdrawal by the plaintiff upon plaintiff's delivery to the defendant of a praecipe in due form acknowledging satisfaction of the judgment docketed in the District Court of the United States for the District of Columbia, as aforesaid."

The Plaintiff, by her demurrer, challenges the sufficiency of this answer, and each and every paragraph thereof. The answer is, in part, responsive to the bill. For instance, I can see nothing objectionable in the first, second, fourth, and sixth paragraphs thereof. In the third paragraph, however, the defendant "denies that the plaintiff acquired any title to, or right in, the one-half interest of William B. Lanigan from such execution and sale", and, in the fifth, she "denies that the plaintiff has a one-half interest in the property, or any interest therein."

If the above quoted parts of said third and fifth paragraphs stood alone, it would seem that they were contradictory of the admission contained in the first paragraph to the effect that the property "was subjected to a Sheriff's sale in November, 1945, and, as a result thereof, a one-half undivided interest in and to said property was conveyed to the plaintiff". I think, however, that they must be read in connection with the two above quoted unnumbered paragraphs, and that what the defendant intends to say is that, while she admits that a sale was attempted, said sale was, by reason of the things alleged in the first <sup>7</sup> <sup>Said</sup> unnumbered paragraphs, null and void, and, consequently nothing passed to the plaintiff thereunder. The difficulty I have with this is that I cannot follow the defendant's reasoning. I am, of course, familiar with the idea that "where a person holding title to property is subject to an equitable duty to convey it to another on the ground that he would be unjustly enriched if he were permitted to retain it, a constructive trust arises" (Restatement, Restitution, Section 160; underscoring supplied:) but I cannot see that that doctrine is applicable here. Where is there any duty, equitable or otherwise, on the plaintiff to convey to the defendant the interest in the property she acquired at the Sheriff's sale? Where is the plaintiff under any duty of any kind to the defendant? As far as I can see from the allegations of said first unnumbered paragraph, the plaintiff and the defendant had no dealings of any kind. The plaintiff, as the administratrix of her deceased husband's estate, was simply performing the duty cast on her by law, of trying to collect a debt due it. She was under no duty to notify the defendant of the impending Sheriff's sale. While I have given the defendant's solicitors plenty of opportunity to furnish me with the authorities on which they rely to sustain their position, they have not done so; and I have been unable to find anything which helps them.

The above quoted phrases from the third and fifth paragraphs of the answer, and the allegation in the first unnumbered paragraph "that the plaintiff has no interest whatsoever in said paragraph, the aforesaid Sheriff's sale being void ab initio", are nothing but the conclusions of law drawn by the pleader from the facts stated in the answer, and, of course, are not admitted by the demurrer (Schill vs Remington-Putnam, 182 Maryland 153, 158; Miller's Equity Procedure, p. 172; Ulman vs Charles Street Avenue Company, 83 Maryland 130, 144); and, as the facts set up do not justify the conclusion that the sale was void, I am constrained to sustain a demurrer to so much of said answer as sets up said facts and draws said conclusion.

I do not mean to say that the defendant cannot show that the Sheriff's sale was void (if for any reason such is the case), and that, consequently, the plaintiff has no interest in the property. The plaintiff's right to maintain this proceeding depends on the validity of that sale; if it is void, she is out of Court. True, proceedings for the sale of property for purposes of partition are not designed to try titles to, or determine who are owners of, property, as between adverse claimants (Cook vs Boehl, 53 Atlantic 2d 555); but where the plaintiff sets up in her bill a proper case for relief, the Court's jurisdiction will not be divested by a denial of her title (Barron vs Zimmerman, 117 Maryland 295, 305). The test of the Court's jurisdiction is whether a demurrer would lie to the bill, *ibid*; and, as I see it, the bill in this case is demurrer proof. If, however, the defendant

wishes to question the validity of said Sheriff's sale, she must not only allege its validity, but set up such facts as will substantiate her claim. The plaintiff is entitled to know what she has to meet. I will give the defendant 15 days in which to file an amended answer, if she wishes so to do.

16 October 1947.

James Clerk,

Judge.

ORDER

The plaintiff's demurrer to the defendant's answer coming on for hearing, and being submitted, counsel were heard, and the proceedings read and considered.

It is, thereupon, this 16th day of October, 1947, by the Circuit Court for Anne Arundel County sitting in equity, ADJUDGED and ORDERED that said demurrer be, and the same is hereby, sustained to so much of the third paragraph of said answer as says, "but defendant denies that the plaintiff acquired any title to, or right in, the one-half interest of William B. Lanigan from such execution and sale", to so much of the fifth paragraph thereof as says, "but defendant denies that the plaintiff has a one-half interest in the property, or any interest therein", and to the whole of the two unnumbered paragraphs following paragraph six; that said demurrer be, and the same is hereby, overruled as to all the rest of said answer; and that the defendant have 15 days in which to file an amended answer, if she wishes so to do.

James Clark,

Judge,

Filed Oct. 16, 1948

TESTIMONY ON BEHALF OF THE PLAINTIFF.

PRESENT:-

Mr. Albert J. Goodman, Solicitor for Plaintiff.

Mr. R. Tilghman Brice, Solicitor for Defendant.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Agreement of Counsel to waive signatures.

WITNESSES:

Esther F. Hallock -----2 to 4

T. Carroll Worthington -----5 to 6

Patrick J. White,-- -----7 to 8

Esther F. Hallock, a witness of lawful age, the Plaintiff, being first duly sworn, deposes and says:-

(Goodman)

1. State your name and residence?

A. Esther F. Hallock, Shadyside, Anne Arundel County, Md.

2. How long have you lived at Shadyside?

A. All my life.

3. Do you own a piece of property located on West River?

A. Yes, I have a one-half interest in it.

4. When did you acquire a one-half interest in this property?

A. I have a deed dated November 14th, 1945 when I acquired it from Joseph H. Griscom, Sr. S  
Sheriff of Anne Arundel County.



5 I hand you this deed marked Plaintiff's Exhibit A and ask you if this is the deed to which you refer?

A. Yes it is. ----- Filed as Exam. Exh. 1.

6 Just what does this property consist of?

A. A one story building located on two lots of ground, Nos. 3 and 4 on the Plat of West River Grove.

7. Is this property located on or near the water?

A. It is right on the water.

8. Who has been occupying this property since you acquired the one-half interest in it in November, 1945?

A. No one

9. Who owns the other half interest?

A. Mrs. Catherine H. Lanigan of Washington, D. C.

10. How did she acquire her half interest in it?

A. My husband and I originally sold the entire property to William B. Lanigan and Catherine H. Lanigan his wife as joint tenants, on September 29th, 1930.

11. I hand you a paper marked Plaintiff's Exhibit B and ask you if that is a certified copy of your deed to the Lanigans?

A. Yes it is. Filed as Examiner's Exh. 2

12. After Mr. and Mrs. Lanigan acquired the entire ownership of this property how did you obtain your half interest?

A. I bought it at Sheriff's sale, when Mr. Griscom, Sheriff, sold Mr. Lanigan's half interest in execution of a judgment.

13. When did this sale take place?

A. September 5th, 1945, No. 7 Judicials October Term, 1945.

14. Have you and Mrs. Lanigan attempted to effect a settlement of this property since you acquired your half interest?

A. I have tried to borrow her out or offered her mine, she did not seem to want it that way.

15. Is this property capable of being divided between the two of you without loss or injury to either of you?

A. There is just one house there and no way to divide that, and both lots are needed for the accommodation of the house.

16. What, in your opinion, should be done?

A. Should be put up for sale and the proceeds divided. It is depreciating all the time, and the last storm we had the land washed away three or four feet.

17. Where does Mrs. Lanigan live?

A. 1364 Randolph st., N.W., Washington, D.C.

Cross Examination.

(Brice)

1. Who has paid the taxes on this property since the Sheriff's sale?

A. I am afraid I have.

2. Do you know whether you have or not?

A. I don't know, I don't remember paying, I never got any bill, I never paid any that I know of

3. What do you think this property is worth?

A. I don't know.

4. How big is it, what is the size of the lot?

A. I don't know, -the original size is not the same as it was when it was sold because it has washed so.

5. You allege in your Bill of Complaint the property was worth \$7,000. how did you arrive at that?

A. It is not worth that now, it was worth that at one time.

6. When?

A. A couple of years ago, or probably a year ago.

7. How much has washed away?

A. I don't know.

8. Why do you say that now?

A. The house has gone down, a good bit of land has washed away and the back of it is all grown up in weeds.

9. You filed this suit when?

A. May 14th, 1947.

10. In May, 1947 you said it was worth \$7,000. is that correct?

A. It probably was, that was last Spring, property has gone down and down down there since that I know.

11. Have you made any repairs to the property since you have owned a one-half interest?

A. I did not think I had any right to have any repairs made.

12. Have any repairs been made by any one?

A. No, nobody has lived therefor about ten years.

To the General question under the rule the witness says:-

A. No.

Signature waived by agreement of counsel.

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Goodman)

1. State your name and occupation?

A. T. Carroll Worthington, 236 Main St., Annapolis, Md.; Realtor.

2. How long have you been engaged in business?

A. Since 1933.

3. Are you familiar with real estate values in Anne Arundel County?

A. I am.

4. Are you familiar with property located around Shadyside?

A. I am.

5. Have you had occasion recently to inspect and value the property mentioned in these proceedings? The property now owned by Esther F. Hallock and Catherine H. Lanigan, described as Lots 3 and 4 of the subdivision of West River Grove?

A. Yes, I inspected that property last week.

6. Will you describe the property to us?

A. Lots 3 and 4 West River Grove, two lots 50 foot each on the water, the rear of the lots 40 foot each, on one side 139.2 and on the other 188.1. It is improved by a five room Summer dwelling in bad repair, the porch floor about gone, needs new roof and the water front has washed very, very badly.

7. Has there been any recent washing of the shore front?

A. I had never seen it before but it looks like might have washed out there this Summer, judging by the lots on the other side, they are bulk-headed.

8. Does the property have any heating facilities for Winter occupancy?

A. No.

9. What, in your opinion, is its present value?

A. The land I made at \$1200. the five room dwelling at \$3,000, a total of \$4200.

10. Is that a fair valuation of the property based on the present market?

A. In my opinion it is.

11. Is this property susceptible of division in kind between the two parties in interest?

A. No.

12. Why not?

A. The house is on the two lots, and no way of cutting the house in half without injury to somebody.

13. Would it be to the best interest of the owners to sell the property and divide the money?

A. In my opinion that's the only way.

CROSS EXAMINATION.

(Brice)

1. On what body of water is this property?

A. Looks like West River to me. I would not know whether a Creek, it's a wide strip of water there, whether River or Creek would not make any difference to me in the appraisal, it seems to me to be pretty nice water front.

2. Any dock or pier there?

A. No.

To the general question under the rule the witness says:

A. No.

Signature waived.

Patrick J. White, a witness of lawful age, being first duly sworn deposes and says:-

(Goodman)

1. State your name, residence and occupation?

A. Patrick J. White, Edgewater, Realtor.

2. How long have you been engaged asa realtor?

A. In Anne Arundel County since 1931.

3. Are you familiar with real estate values in Anne Arundel County?

A. I am.

4. Are you familiar with real estate values in Shadyside, Md.?

A. Yes.

5. Did you have occasion to examine the property now owned by Esther F. Hallock and Catherine H. Lanigan, described as Lots 3 and 4 of the sub-division of West River Grove, Shadyside?

A. Yes.

6. Describe this property to us?

A. It has about 20 feet of the land washed on the front side of the house. The house is in awful bad shape, it sets on piers and no foundation under the house. Needs a new roof, the front porch all buckled up from the water and the weather, is a one and a half story frame building.

7. Does it have any heating facilities for the Winter?

A. No.

8. How many lots does it rest on?

A. Two, 3 and 4 of West River Grove.

9. You say it is in bad state of repairs?

A. Very bad, take quite a bit of money to put the property in livable condition.

10. In your opinion, what is it's present value?

A. I would say the land, \$1,200, and the dwelling \$3,500 total of \$4,700.

11. Is that price based on the present market value?

A. Yes.

12. Is this property susceptible of division in kind between the owners?

A. No, it is not, the way the house is built on it, the house could not be divided and could not be partitioned off.

13. What should be done for the best interest of the owners in order to get the money out of the property?

A. I think should be sold and the money divided.

No Cross Examination.

To the general question under the rule the witness says:-

A. No.

Signature waived.

There being no other witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired on behalf of the Plaintiff, this testimony is now closed, and, at request of Plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this 21 day of November, 1947.

Jno. S. Strahorn, (SEAL)

Examiner.

Filed Nov. 21", 1947.

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE above case is respectfully submitted for decree, and the 41st General Equity Rule is hereby waived.

Albert J. Goodman

Solicitor for Complainant.

R. Tilghman Brice, 3rd

Solicitor for Respondent

Filed Nov. 21", 1947

DECREE.

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

IT is thereupon, this 22 day of November, 1947, by the Circuit Court for Anne Arundel County sitting in Equity adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that ALBERT J. GOODMAN and R. TILGHMAN BRICE, III, BE And they are hereby appointed trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

THEY shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety<sup>or sureties</sup> to be appointed by this Court in the penalty of 5000.00 DOLLARS (\$ ), conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place manner and terms of sale, which terms shall be as follows: A deposit of FIVE HUNDRED DOLLARS, (\$500.00) to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient, after any such sale, the said trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and respondent, and those claiming by, from and under them or either of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court<sup>after</sup> deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

William J. McWilliams,

Judge.

Filed 22 November, 1947.

TRUSTEES' BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, ALBERT J. GOODMAN AND R. TILGHMAN BRICE, 3rd. of ANNAPOLIS, MARYLAND, as principal, and the AMERICAN SURETY COMPANY of NEW YORK, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND ~~DOLLARS~~ (\$5,000.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of December, in the year of our Lord nineteen hundred and forty-seven.

WHEREAS, the above bounden ALBERT J. GOODMAN AND R. TILGHMAN BRICE, 3rd, by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell Real Estate as per No. 9235 Equity mentioned in the proceedings in the case of ESTHER F. HALLOCK vs CATHERINE H. LANIGAN now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden ALBERT J. GOODMAN and R. TILGHMAN BRICE, 3rd, do and shall well and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presance of

Charlotte C. Dudraw

Albert J. Goodman (SEAL)

R. Tilghman Brice, 3rd (SEAL)

AMERICAL SURETY CO. OF NEW YORK

Witness:

Charlotte C. Dudraw (CORPORATE SEAL)

By Thomas G. Basil  
Attorney in Fact.

Approved Dec. 10, 1947.

John H. Hopkins, 3rd, Clerk.

Filed Dec. 10", 1947.

AGREEMENT OF PURCHASER and Certificate of Auctioneer.CERTIFICATE OF AUCTIONEER.

GEORGE C. SCIBLE

AUCTIONEER

## TRUSTEES' SALE OF VALUABLE WATERFRONT REAL ESTATE

LOCATED AT SHADY SIDE, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 22nd day of November, 1947, and passed in a cause in said Court pending wherein Esther F. Hallock is complainant and Catherine H. Lanigan is respondent, the undersigned will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

TUESDAY, JAN. 13, 1948 at 11 A.M.

ALL those two lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and known as Lots Nos. 3 and 4, as shown on the plat of West River Grove, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 2, folio 32, now recorded in Plat Cabinet No. 1, Rod U, Page 6.

BEING the same property described in the following two deeds, (1) deed dated September 29, 1930, from Esther F. Hallock and husband to William B. Lanigan and wife recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 77, folio 282; and (2) deed dated November 14, 1945, from Joseph H. Griscom, Sr., Sheriff, to Esther F. Hallock recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 345, folio 114.

This property is located on the shores of West River and is improved by a one and one-half story, frame bungalow.

Terms of sale as prescribed by the decree. A deposit of \$500.00 will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to the day of sale.

ALBERT J. GOODMAN

R. TILGHMAN BRICE, III,

TRUSTEES

THIS IS TO CERTIFY that I have purchased at public auction from Albert J. Goodman and R. Tilghman Brice, III, Trustees, the property described in the advertisement attached hereto for the sum of Six thousand two hundred DOLLARS (\$6200.00); and I agree to comply with the terms of sale as set forth therein.

AS WITNESS my hand(s) and Seal(s) this 13th day of January, 1948.

WITNESS:

R. Tilghman Brice, 3rd

as to

VINCENT GOULD, M.D.

(SEAL)

Mayo, Md.

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman and R. Tilghman Brice, III, Trustees, the property described in the advertisement attached hereto to Vincent Gould at and for the sum of Six thousand two hundred DOLLARS (\$6200.00), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 13th day of January, 1948.

WITNESS:

Geo. W. Scible (SEAL)

R. Tilghman Brice, 3rd.

Auctioneer

Filed Jany. 15", 1948

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE report of Albert J. Goodman and R. Tilghman Brice, III, Trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

THAT after giving bond with security for the faithful performance of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, pursuant to said notice, they did attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, January 13, 1948, at 11 a.m. the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All those two lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and known as Lots Nos. 3 and 4, as shown on the plat of West River Grove, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S. R. No. 2, folio 32, now recorded in Plat Cabinet No. 1, Rod U, Page 6.

Being the same property described in the following two deeds: (1) deed dated September 29, 1930, from Esther F. Hallock and husband to William B. Lanigan and wife, recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 77, folio 282; and (2) deed dated November 14, 1945, from Joseph H. Griscom, Sr., Sheriff, to Esther F. Hallock recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 345, folio 114.

SAID property being sold to Vincent Gould at and for the sum of \$6,200.00, he being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of said.\_\_\_\_

THE agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

R. Tilghman Brice, 3rd,

Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of January, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Albert J. Goodman and R. Tilghman Brice, III, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Grace R. Hartge,

Notary Public.

Filed January 15, 1948

ORDER NISI

ORDERED THIS 15" day of January, 1948, That the sale of the real estate made and reported by Albert J. Goodman and R. Tilghman Brice, III, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16" day of February next; Provided, a copy of this Order be inserted in some newspaper published in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16" day of February next,

The report states that the amount of sales to be \$6,200.00.

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 10, 1948

We hereby certify, that the annexed Order Nisi-Equity #9235 Esther F. Halleck was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of February, 1948. The first insertion being made the 22nd day of January, 1948.

THE CAPITAL GAZETTE PRESS, INC.,

By Shirley McDonald

No. MG 4540

Filed February 13", 1948

FINAL ORDER

ORDERED BY THE COURT, This 17 day of February, 1948, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams.

Judge.

Filed 17 February, 1948.

PETITION TO STRIKE OUT FINAL RATIFICATION OF SALE AND TO RESCIND ORIGINAL SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Vincent Gould respectfully shows:

1. That your petitioner, on the 13th day of January, 1948, purchased the real estate in these proceedings mentioned, at and for the sum of \$6200.00. That he paid a \$500.00 deposit to the Trustees and agreed to comply with the terms of the sale.
2. That the advertisement of the sale read: "This property is located on the shores of West River and is improved by a one and one-half story frame bungalow". That your petitioner relied upon the advertisement in making his bid.
3. That the record now discloses that instead of being a waterfront lot as advertised, there is a parcel of ground of approximately fifteen feet designated on the plat as a grove ~~which~~ which separates your petitioner's lot from the river so that your petitioner has been informed by title examiner that he would not even have access to the water unless it be by permission of the owner of the grove.
4. That before your petitioner had filed exception to the ratification of the sale, the said sale was duly ratified by this said Court on the 17th day of February, 1948 but that said decree has not become enrolled and is still within the breast and conscience of this Court.



Wherefore your petitioner prays:

1. That the final ratification of this sale be stricken out and that the facts herein alleged be considered as exceptions to the sale.

2. And for such other and further relief as his case may require.

AND AS IN DUTY BOUND, ETC.

George B. Woelfel

Solicitor for Petitioner

Sworn to before me this 10th day of March, 1948.

(Notarial Seal)

Mary M. Munroe, Notary Public.

ORDER OF COURT.

UPON the foregoing petition and affidavit, it is hereby ordered this 11th day of March, 1948, by the Circuit Court for Anne Arundel County, that the sale of the real estate mentioned in these proceedings be and the same is hereby ordered to be set aside and it is further ordered that the said Tilghman Brice, III and Albert J. Goodman, Trustees, refund to the said Vincent Gould the said deposit of FIVE HUNDRED DOLLARS unless cause to the contrary be shown, on or before the 25th day of March, 1948, and provided that a copy of this petition and order be served on the said Tilghman Brice, III and Albert J. Goodman, Trustees, on or before the 15th day of March, 1948.

James Clark.

3/11/48,

Judge

Service of copy of Petition & Order of Court admitted.

R. Tilghman Brice, 3rd, Tr.

Filed 11 March, 1948.

ANSWER TO PERCHASER'S PETITION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of R. TILGHMAN BRICE, III, and ALBERT J. GOODMAN, Trustees, to the petition to strike out the final ratification of the sale made by them in these proceedings and to rescind the original sale, respectfully shows unto Your Honors:

FIRST: That they admit the allegations contained in Paragraph One of said petition.

SECOND: They admit their advertisement, in part, read: "This property is located on the shores of West River and is improved by a one and one-half story, frame bungalow." They neither admit nor deny, however, that the petitioner relied on the advertisement in making his bid.

THIRD: That they have no personal knowledge of the 15-foot strip of land designated as a grove on the plat, which is reported to separate the land purchased from the water; but they are reliably informed and, therefore, allege that the front strip referred to has long since disappeared through erosion and is no longer in existence.

AND further answering said paragraph, these respondents say that a survey of the lots in question will confirm their statements and assure the purchaser of his waterfront rights.

FOURTH: They neither admit nor deny the allegations contained in Paragraph Four of said petition.

AND having answered said petition and the order of court dated March 11, 1948, they ask that the petition to rescind be dismissed.

AND AS IN DUTY BOUND, ETC.

R. TILGHMAN BRICE 3rd,

ALBERT J. GOODMAN

Trustees

Service of copy admitted this 12 day of March, 1948,

George B. Woelfel, Solicitor for Petitioner

Filed 13 March, 1948.

PETITION for authority to employ surveyor and tax costs thereof as part of the Proceedings.

To the Honorable, the Judges of said Court:

The Petition of R. Tilghman Brice, III, and Albert J. Goodman, Trustees, respectfully shows:

FIRST: That they were duly appointed Trustees by this Honorable Court to sell the property mentioned in these proceedings.

SECOND: That they sold said property on the 19th day of January, 1948, to one Vincent Gould at and for the sum of Six Thousand Two Hundred (\$6,200.00) Dollars

THIRD: That said Vincent Gould has filed Exceptions to the ratification of the sale of said property, alleging that the said property does not border on the shore of West River as advertised in these proceedings.

FOURTH: That the only way to determine this fact is to have a survey made of the property, the subject matter of these proceedings.

Therefore, your Petitioners pray this Honorable Court that they be authorized to employ a surveyor to survey the premises and that the cost thereof be deducted from the proceeds of sale.

AND as in duty bound, etc.

R. Tilghman Brice, III, TRUSTEE

Albert J. Goodman, TRUSTEE

DECREE

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 19th day of March, 1948, upon the foregoing petition, that R. Tilghman Brice, III, and Albert J. Goodman, Trustees, be and they are hereby authorized and directed to employ a competent surveyor to survey the premises, the subject matter of these proceedings, and that the cost of said survey be taxed as a part of the costs of these proceedings, subject to the usual exceptions.

Marvin I. Anderson,  
Judge.

Filed March 19, 1948.

PETITION TO ALLOT TRUSTEES TO REDUCE SALE PRICE \$300 and Order of Court thereon.

To the Honorable, the Judge of said Court:

The petition of Albert J. Goodman and R. Tilghman Brice, 3rd, respectfully shows:

1. That your Petitioners were duly appointed trustees to make sale of the property in this proceedings mentioned by decree dated the 22nd day of November, 1947.

2. That pursuant to said decree your Petitioners duly advertised said property for sale, said sale to take place on Tuesday, January 13th, 1948, at 11 o'clock at the Court House door in the City of Annapolis at which said time, pursuant to said notice, they sold said property to Vincent Gould of Mayo at and for the sum of \$6200.00 on account of which said sum the said Vincent Gould paid a deposit of \$500.

3. That after the ratification of the sale and prior to its enrollment, exceptions were filed by the purchaser to the sale and a motion made to rescind said sale and strike out the ratification thereof because contrary to the notice and advertisement of sale the said property is not "located on the shores of West River", but is separated by a parcel of land approximately 42 feet on one side and 37.74 feet on the other side.

4. That your Petitioners have checked the records and employed a surveyor and have discovered the truth of the allegations alleged in the exceptions.

5. That your Petitioners have since agreed nevertheless with the purchaser to allow him

the sum of \$300, which said amount the purchaser has agreed to accept and in turn withdraw his motion to rescind the sale and comply with the remaining terms of sale, which said agreement your Petitioners believe is fair and just and do hereby recommend the same to the Court.

Wherefore, your Petitioners, Pray:

1. That an order may be passed by this Honorable Court allowing your Petitioners to reduce the sale price in the report of sale \$300, which said amount would be allowed the purchaser for failure of the property sold to extend to the waterfront in accordance with the advertisement of sale.

And as in duty bound, etc.

Albert J. Goodman

R. Tilghman Brice, 3rd,

Petitioners and Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 22 day of April, in the year 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Albert J. Goodman and R. Tilghman Brice, 3rd, who made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal)

Mary M. Hoff , Notary Public

I, George B. Woelfel, Attorney for Dr. Vincent Gould, do hereby consent to the passage of the order allowing the purchaser \$300 off the purchase price as stated in the report of sale and in consideration thereof I agree to the dismissal of the excepts filed to the sale and the motion to strike out the sale and to pay the balance in cash this day, excluding interest.

George B. Woelfel,

Atty. for Vincent Gould.

Filed April 22, 1948

ORDER OF COURT

Upon the foregoing petition, affidavit and consent, it is this 26th day of April, in the year 1948, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that leave be and the same is hereby granted to Albert J. Goodman and R. Tilghman Brice, 3rd, Trustees in this cause, to accept the sum of \$5900 in full consideration for the sale of the property mentioned in these proceedings.

AND it is further ORDERED by the authority aforesaid that in consideration of the reduction heretofore made and the consent of the Attorney for the purchaser, that the motion to rescind the sale and the exceptions filed to the ratification of the sale be and the same are hereby dismissed.

James Clark,

Judge.

Filed 26 April, 1948

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. August 4, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor

Dr. Esther F. Hallock vs Catherine H. Lanigan		in ac.
To Trustees for Commissions, viz.		211.78
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	23.75	
Auditor - stating this account	<u>13.50</u>	57.25
To Trustees for Expenses, viz:		
Southern Md. Times- Order of Publication	22.00	
Capital-Gazette Press -advertising sale	28.00	
Capital-Gazette Press -Handbills and tax	7.65	
Capital-Gazette Press-Order nisi (Sale)	5.00	
Capital-Gazette Press- order nisi (acct.)	5.00	
American Surety Co.of N.Y.-bond premium	20.00	
George W. Scible-auctioneer's fee	21.00	
T.C. Worthington- appraisal, etc.	25.00	
Patrick J. White - appraisal, etc	25.00	
J. R. McCrone,Jr.-survey	37.00	
John S. Strahorn-examiner's fee	8.00	
Juliet D. Strahorn-stenographer	5.00	
Clerk of Court- certified copy of deed	1.75	
One-half Federal revenue stamps	3.30	
One-half State revenue stamps	3.25	
Grace R. Hartge- notary fee	1.00	
Mary M. Hoff- notary fees	<u>.75</u>	218.70
To Trustees for Taxes, viz:		
1947 State and County taxes	44.67	
1948 State and County taxes (\$37.64-adj.)	<u>1.34</u>	46.01
BALANCE FOR DISTRIBUTION - \$5,525.56		
Distributed as follows:		
To Esther F. Hallock - one-half	2,762.78	
To Catherine H. Lanigan - one half	<u>2,762.78</u>	5,525.56
		<u>6,059.30</u>
with Albert J. Goodman and R. Tilghman Brice, III,	Trustees	Cr.
1948		
Jan. 13 Proceeds of Sale	6,200.00	
LESS:		
Credit by agreement, as per Order of Court of 4/26/48	<u>300.00</u>	
	5,900.00	
Interest on deferred payment from 1/13/48 to 7/8/48	<u>159.30</u>	6,059.30
		<u>6,059.30</u>

Filed August 6, 1948.

ORDER NISI

ORDERED, This 6<sup>th</sup> day of August, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be

shown on or before the 8" day of September next; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of September next.

John H. Hopkins, 3rd, Clerk.

Filed August 6, 1948.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. Sept. 9, 1948.

We hereby certify, that the annexed Order Nisi, Eq. #9235-Auditor's Account- Esther F. Hallock was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of September, 1948. The first insertion being made the 12th day of August, 1948.

THE CAPITAL GAZETTE PRESS, INC.

By R. L. Brown.

Filed Sept. 9, 1948

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 10th day of September, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received,

Marvin I. Anderson,

Judge.

Filed 10 September, 1948

Wilhelmina G. Shuey,  
Plaintiff,  
vs  
John William Shuey,  
Defendant.

:

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:

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; ; ; ; ;

No. 3160 Divorces.  
In the Circuit Court for  
Anne Arundel County.

OPINION

By these proceedings the plaintiff seeks (a) a divorce a mensa et thoro from the defendant, alimony pendente lite and permanent, costs and counsel fees; (b) an accounting for all of the profits made by the parties in their operation of a tavern and restaurant at Greenland Beach since 1938; (c) or, in the alternative, to require the defendant to account for all of the profits from the restaurant business; (d) a declaratory decree awarding to the plaintiff all the equipment of the restaurant; (e) an injunction enjoining the defendant from transferring any of his property; (f) the appointment of a Receiver to take charge of the property; and (g) further relief.

The defendant answered the bill and testimony was taken in open Court on August 30 and 31, 1948, and the case has been fully argued and is now submitted.

The parties were duly married September 5, 1919, in Baltimore City, and resided in Baltimore City or in Anne Arundel County from that date. Two sons were born to the wife from the marriage and they are both adults. The testimony showed the wife was a hard-working woman and assisted her husband in the operation of the restaurant located at Greenland Beach; she took care of the kitchen,

supervised the cooking, ordered the supplies and took care of her house. The husband operated the bar and the component parts constituted the tavern known as "Shuey's Tavern." With an occasional rift, things went along comparatively smoothly until a Mrs. Smith entered the picture. Mrs. Smith was a patron of the Tavern and came there frequently, some times alone and on other occasions in the company of her husband. The husband of Mrs. Smith was a ship's carpenter or joiner and he made repairs to the defendant's boat by working at night. When Smith came his wife accompanied him and she was engaged to make curtains for his cruiser. During the day Mrs. Smith would come to the tavern and at times the defendant sat at table with her, and the son, George William Shuey testified that he saw his father with his hand on Mrs. Smith's leg and on another occasion saw them together at 10:30 P.M., at Hanover Street and Fremont Avenue, in Baltimore City. The defendant denied that there was any improper association with Mrs. Smith and denied that he was ever with her alone on his boat although Fritz Schutt and his wife testified that they saw him on his boat at midnight or after with a woman who was not Mrs. Shuey. Their boat, in which they lived, was moored within ten feet of the defendant's boat. Schutt also testified that he saw the defendant and the woman go below deck and stay there from twenty minutes to half an hour. Both of the sons testified that the defendant abused his wife by calling her file names. That the wife intermeddled with the defendant's business cannot be denied, She had, prior to 1938, successfully operated her own restaurant business in Camden Street and it is highly improbable that she did not attempt to direct operations at Greenland Beach. However, they had no serious trouble until about July, 1947 - the time Mrs. Smith became a patron of the tavern. The wife was jealous of the attentions the defendant bestowed on this woman, and she warned the defendant that Mrs. Smith was going to break up the home. The husband replied to his wife "don't be foolish", but Mrs. Smith remained a patron of the tavern and continued to come to the boat. The husband, with knowledge of his wife's jealousy, did not cease his attentions, and on July 9, 1947, at closing time the husband and wife had an argument and the husband left the house taking some of his clothes with him. The husband said the wife ordered him away from the house, and the wife insists that he left voluntarily. The wife's testimony is corroborated by that of Fred R. Cogswell and Margaret Cogswell, who testified that they saw the defendant come from his home carrying his clothes and they heard Mrs. Shuey say "John, you are leaving on your own accord. I am not putting you out. It is a shame to break up a marriage which has lasted so long". They could not say what reply, if any, he made. Mrs. Velma Diffenderfer, who lives in the house adjoining the Cogswell property, also heard the argument of July 9, and she testified that Mrs. Shuey told the defendant to "Get out and stay out and go ahead and live on your boat." His reply was that he would leave. She is the witness who at three o'clock one morning went with the defendant to Baltimore. They returned about 4:30 the same morning, and she said their jaunt was intended as a joke.

The defendant knew his wife had a jealous disposition, and he believed she was in the climacteric period of her life and yet he did nothing to quiet her fears and apprehensions but fomented them by his indiscretions.

A husband cannot, by his conduct, arouse his wife to a jealous rage and then use that as an excuse to leave her. *Schilbach v. Schilbach*, 138 Md. 56, 59.

Even if the wife did abuse him by cursing and swearing, that, in itself, would not amount to cruelty or excessively vicious conduct which would justify him in leaving her. *Hyatt v. Hyatt*, 173 Md. 693.

The Court cannot find any sufficient reason which would justify the husband in leaving his wife and a decree granting her a divorce a mensa et thoro will be passed.

The bill also prays that this Court declare her rights in the business conducted at Greenland Beach. She contended that they operated the business as a joint venture; that she operated the restaurant and he operated the bar. All licenses were taken out in the husband's name, the bank account, as well as the bill of sale and the lease, was in his name and there was no sufficient testimony, in our judgment, to show they ever agreed to enter into a partnership or engage in any joint venture. It is just another case of the wife assisting her husband in his business.

From the time the husband left on July 9, 1947, the wife operated the restaurant and kept the proceeds. In 1947 she cashed in \$1500.00 in Savings Bonds and stated she used the proceeds for her support. She discontinued the restaurant business in March, 1948, and states that she is now unemployed except that on occasions she assists her sons in the operation of their business. She receives no salary or wages but her sons have contributed towards her support. Her business venture was evidently not successful for she testified she was compelled in 1947 to cash in the bonds and in March, 1948, she ceased operating the restaurant. The Court cannot find any proof to show that the parties had any understanding to operate the businesses separately prior to July 9, 1947. So there is no reason to require the defendant to account to her for the profits from the restaurant business. At the time the wife left she took with her a slicing machine and a deep fryer and some other articles. It was admitted that she purchased the slicing machine and the deep fryer after July 9, 1947, and she is entitled to them. She did not establish any ownership in the safe or in the other articles which she removed, some of which might possibly be the property of the landlord, and the husband is entitled to have that property returned to him.

She also contended that she had given her husband \$2000.00 out of her profits of the restaurant she formerly operated in West Camden Street, in Baltimore. The husband denies that she invested any such sum in the business and she has failed to show any demand for its re-payment or any promise to repay.

The books of the husband were produced in Court as well as his income tax return, and they disclose the following for the calendar year 1947:

	<u>SALES</u>
January, 1947	\$ 1596.40
February, 1947	1914.85
March, 1947	2468.11
April, 1947	3353.47
May, 1947	3816.29
June, 1947	3524.25
July, 1947	3190.00
August, 1947	3058.00
September, 1947	2221.50
October, 1947	1896.80
November, 1947	1591.20
December, 1947	1343.80

\$ 29,974.67

## J.H.H. #64 Equity

PURCHASES

beer	\$11,053.27		
Whiskey	2,822.64		
Tobacco	1,998.99		
Soft Drinks	<u>238.85</u>	<u>\$ 16,113.75</u>	
		\$13,860.92	\$13,860.92

EXPENDITURES

Liquor License	\$ 1,010.00		
Federal License	49.50		
Amusement devices	351.00		
Traders License	15.50		
Cigarette License	25.50		
Shuffleboard License	<u>19.50</u>	\$ 1,471.00	
Ice	\$ 134.45		
Heat	620.71		
Rent	1236.14		
Laundry	122.99		
Advertising	394.64		
Legal fees	50.00		
Contract labor	239.00		
Dues and subscriptions	120.00		
Glasses	321.60		
Supplies	<u>675.96</u>	\$ 3915.49	
<u>Depreciation:</u>			
Music boxes	\$ 31.25		
Beer cooler	215.00		
Beer dispenser	<u>72.90</u>	319.15	
<u>Salaries:</u>			
John W. Shuey, Jr.	\$ 1320.00		
Charles E. Heblne	<u>720.00</u>	<u>\$ 2040.00</u>	<u>\$ 7,745.64</u>
			\$ 6,115.28
Donations	\$ 151.14		
Electricity	650.19		
Miscellaneous	<u>997.56</u>		<u>\$ 1,798.89</u>
			\$ 4,316.39
Sales from Restaurant		\$ 4137.74	
Purchases for Restaurant		<u>3459.48</u>	<u>678.26</u>
			\$ 4,994.65
Less Sales Tax			<u>58.62</u>
Net from business			\$ 4,936.03

After allowing \$1500.00 as a deduction from the purchases for food consumed by the family, his exemption, taxes etc., his income was reduced to \$726.70. He did not account for certain rents received from real estate held by himself and wife as tenants by the entireties. The amount of rent received from the property since the separation of the parties is not clear



because of the fact that the dates the rents were collected, and what sums are properly chargeable against the rents was not given. It was testified that George William Shuey now pays \$28.75 monthly, that the Clear Water Beach property rents for \$40.00 a month and the Riviera Beach property yields \$60.00 a month, and that the last-mentioned rent is payable to the Capital Building & Loan Association to be credited on the mortgage. The defendant, under the rule laid down in the case of Whitelock v. Whitelock, 156 Md. 115, the husband must account to his wife for one-half of the rents received from properties held by the husband and wife as tenants by the entireties.

The only other property of the husband consists of a 52-foot Murray Cabin Cruiser; a 41-foot Sanko Cabin Cruiser, a 16-foot Pee Wee Cruiser, a Houseboat, a 22-foot Dutchman Overnighter, and two 14-foot row boats. Such of the boats as are required to be registered are registered in his name, and he receives no income from any of them.

The defendant, believing that his wife was at fault in causing the separation, has contributed nothing to her support. The Court, however, find that he is the one responsible for the separation and so must award alimony to the wife for her support and maintenance.

Taking into consideration the circumstances of this case, the needs of the wife, the financial condition of the husband, the Court feels that alimony of twenty-five dollars per week would be proper.

A decree in accordance with the views herein expressed will be passed.

Marvin I. Anderson,

Jas. E. Boylon, Jr.,

Judges. *al*

#### D E C R E E

For the reasons set forth in the foregoing opinion, it is this 23rd day of September, in the year nineteen hundred and forty-eight, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, adjudged, ordered and decreed that the plaintiff, Wilhelmina G. Shuey, be, and she is hereby divorced a mensa et thoro from the defendant, John William Shuey. And it is hereby declared to be the duty of each of them to live chastely during their separation, and that it will be criminal and an act void in law for either of them, during the life of the other, to contract marriage with any other person; and it is further adjudged, ordered and decreed that the said plaintiff, Wilhelmina G. Shuey, is entitled to receive, by way of alimony, out of the estate of the said John William Shuey, and the said John William Shuey, is hereby ordered to pay unto the said plaintiff, Wilhelmina G. Shuey, the sum of twenty-five dollars (\$25.00) per week, to be computed from the date hereof, subject to the further order of this Court in the premises; and it is further adjudged, ordered and decreed that the defendant, John William Shuey, pay unto the plaintiff, for the use of Hyman Ginsberg, Esq., and Joseph E. Spector, Esq., the sum of one hundred dollars for professional services rendered to her by them; and it is further adjudged, ordered and decreed that the defendant, John William Shuey, account for and pay to, the plaintiff, Wilhelmina G. Shuey, the one-half of the rents received by him from property owned by the parties hereto as tenants by the entireties, less, however, such sums as are properly chargeable against such rents; and it is further adjudged, ordered and decreed that the defendant pay the costs of these proceedings as taxed by the Clerk of this Court.

Marvin I. Anderson

A.J.

Jas. E. Boylan, Jr.,

C.J. *W*

IN THE MATTER OF THE	:	
SALE OF THE MORTGAGED	:	No. 9426 EQUITY
REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
ROBERT N. MACDONALD and	:	ANNE ARUNDEL COUNTY.
LOUISE MACDONALD, his wife.	:	

: : : : : :

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.,

P.O. Address, Box 249,  
Annapolis, Maryland.

Filed April 6, 1948.

MORTGAGE

## Original Mortgage.

This Purchase Money Mortgage, Made this twenty-fifth day of October, A.D. 1946, by and between ROBERT N. MACDONALD and LOUISE MACDONALD, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor is justly indebted to the Mortgagee, on a promissory note of even date herewith, payable ten years after date in the principal sum of Five Thousand Five Hundred Dollars (\$5,500.00), with interest from date, at the rate of five per centum (5%) per annum, on the unpaid principal until paid, principal and interest being payable at the office of the Annapolis Banking & Trust Company of Annapolis, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-eight Dollars and Thirty-four Cents (58.34) per month, said payments to be applied first to interest due on current unpaid balance of principal, and balance to curtailment of principal, first of said payments to be due and payable one month from date hereof and each and every month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 25th day of October, 1956, and the Mortgagor reserves the right to make payments in excess of the stipulated monthly payments in any amount on any interest date and interest on any amount so paid shall abate; and,

WHEREAS, the parties hereto have agreed that this mortgage shall be executed for the purpose of securing the payment of said note.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that tract or parcel of land situate, lying and being in the Village of West Annapolis, Second Election District of Anne Arundel County, Maryland, On the Southwest side of Randall Street; with a frontage thereon of 45 feet and a uniform depth therefrom of 150 feet, being the Eastern half of Lot 8, Block No. 6, as shown on a plat of West Annapolis, filed among the Land Records of Anne Arundel County in Liber J.C.B. 4, Folio 297.

BEING the same property that was conveyed to the within named Mortgagors, Robert N. MacDonald and Louise MacDonald, his wife, by deed dated October 24, 1946, and intended to be

recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided, or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fire and hazard insurance premiums, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

2. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Five Thousand Five Hundred Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

5. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

7. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments/<sup>covenants</sup>or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, it or their heirs successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply; first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars (\$100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal interest costs, expenses and commission.

The covenants herein contained shall bind, and the benefits shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and bodies corporate shall be considered neuter gender.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

Gloria N. Bates

(Notary Seal)

Robert N. MacDonald

(Seal)

Louise MacDonald

(Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this twenty-fifth day of October, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT N. MACDONALD, and LOUISE MACDONALD, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Wm. W. Townshend, Jr., the Attorney of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Gloria N. Bates, Notary Public

Recorded 25 October, 1946, at 2 P.M., Liber J.H.H. No. 387, folio 270.

Filed April 6", 1948

B O N D

EAGLE INDEMNITY COMPANY OF NEW YORK.

KNOW ALL MEN BY THESE PRESENTS. That we, William W. Townshend, Jr., Attorney-Named-In-Mortgage as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND FIVE HUNDRED (\$3300.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 28th day of April, Nineteen Hundred and 48.

WHEREAS, by virtue of a power of sale contained in a mortgage from Robert N. MacDonald and Louise MacDonald, to The Annapolis Banking and Trust Company bearing date on or about the 25th day of October, Nineteen Hundred and forty-six, the said William W. Townshend, Jr., Attorney-Named-In-Mortgage is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And Whereas default has been made in the payment of the interest and principal aforesaid, and the said William W. Townshend, Jr., Attorney-Named-In-Mortgage, is about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William W. Townshend, Jr., Attorney-Named-In-Mortgage, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test:

Katharine H. McCutchan

William W. Townshend, Jr., (SEAL)

Attorney-Named-In-Mortgage (SEAL)

EAGLE INDEMNITY COMPANY

By Benjamin Michaelson

Attorney-in-Fact.

Filed and Approved April 29", 1948,

John H. Hopkins, 3rd, Clerk.

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from Robert N. MacDonald and Louise MacDonald,  
his wife, to The Annapolis Banking and Trust Company, dated  
October 25, 1946, and recorded among the Land Records of Anne  
Arundel County in Liber J.H.H. No. 387, folio 270  
Interest thereon from January 25, 1948 to May 4, 1948

\$4,953.53

\$68.81

\$5,022.34

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of April, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., the Attorney named in Mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Eløise Bulkstra, Notary Public.

FILED April 30, 1948

ATTORNEY'S SALE OF VALUABLE IMPROVED REAL ESTATE

By virtue of a power of sale contained in a Mortgage from Robert N. MacDonald and Louise MacDonald, his wife, to the Annapolis Banking and Trust Company, dated the 25th day of October, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 387, folio 270, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on TUESDAY, MAY 4, 1948 AT 10:30 A.M. All that tract or parcel of land situate, lying and being in the Village of West Annapolis, Second Election District of Anne Arundel County, Maryland, on the Southwest side of Randall Street; with a frontage thereon of 45 feet and a uniform depth therefrom of 150 feet, being the Eastern half of Lot 8, Block No. 6, as shown on a plat of West Annapolis, filed among the Land Records of Anne Arundel County in Liber J.C.B. No. 4, Folio 297.

The above property is improved by a two-story frame dwelling (two apartments), known as No. 105 Randall Street.

TERMS OF SALE: A deposit of One Thousand Dollars, (\$1,000.00) will be required of the purchaser or purchasers on day of sale, and the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

George L. Scible,

Auctioneer.

County Trust Company Building,

Annapolis, Maryland

a-29

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 7, 1948

We hereby certify, that the annexed Attorney's Sale of Valuable Property- Robert N. MacDonald- was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of April, 1948. The first insertion being made the 8th day of April, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG\_

By Shirley McDonald.

Filed June 8, 1948

Annapolis, Maryland, May 4, 1948.

This is to certify that I have this 4th day of May, 1948, sold the property described by said advertisement, in the Village of West Annapolis, Second Election District of Anne Arundel

County; being the Eastern half of Lot 8, Block No. 6; improvements thereon being known as 105 Randall Street, to the Annapolis Banking & Trust Co. at and for the sum of Four Thousand seven hundred dollars, being then and there the highest bidder for said property

Geo. W. Scible, Auctioneer.

Annapolis, Maryland, May 4, 1948.

I Hereby certify that I have this 4th day of May, 1947, purchased from William W. Townshend, Jr., Attorney named in Mortgage, the property situated in the Village of West Annapolis, Second Election District of Anne Arundel County, being the Eastern half of Lot 8, Block No. 6; improvements thereon being known as No. 105 Randall Street, at and for the sum of Four thousand seven hundred dollars and do hereby agree to comply with the terms of sale.

The Annapolis Banking and Trust Co.

By Andrew A. Kramer

Purchaser, President.

Filed May 4, 1948.

REPORT OF SALE.

TO The Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Robert N. MacDonald and Louise MacDonald, his wife, to The Annapolis Banking and Trust Company, dated the 25th day of October, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 387, folio 270, the said William W. Townshend, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, May 4, 1948, at 10:30 o'clock, A.M., and then and there sold the said property to The Annapolis Banking and Trust Company at and for the sum of Four thousand seven hundred Dollars, being at that figure the highest bidder therefor, said property being the following; All that tract or parcel of land situate, lying and being in the Village of West Annapolis, Second Election District of Anne Arundel County, Maryland, on the Southwest side of Randall Street; with a frontage thereon of 45 feet and a uniform depth therefrom of 150 feet, being the Eastern half of Lot 8, Block No. 6, as shown on a plat of West Annapolis, filed among the Land Records of Anne Arundel County in Liber J.C.B. No. 4, folio 297. The above property is improved by a two-story frame dwelling (two apartments) known as No. 105 Randall Street.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A deposit of One Thousand Dollars (\$1,000.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr. Attorney named in Mortgage.  
P.O. Address, Box 249, Annapolis, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4th day of May, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and seal Notarial.

(Notarial Seal)

Eloise Buikstra, Notary Public

Filed May 4, 1948

ORDER NISI

ORDERED, this 4th day of May, 1948, That the sale of the property mentioned in these proceedings made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of June next.

The report states that the amount of sales to be \$4,700.00.

John H. Hopkins, 3rd, Clerk.

Filed May 4, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 7, 1948.

We hereby certify, that the annexed Order of Nisi (Equity #9426) Robert N. MacDonald was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of June, 1948. The first insertion being made the 6th day of May, 1948.

THE CAPITAL-GAZETTE PRESS, INC..

No. MG\_

By Shirley McDonald.

Filed June 8, 1948.

FINAL ORDER

ORDERED BY THE COURT, This 8th day of June, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson,

Judge.

Filed June 8, 1948.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. June 11, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Robert N. MacDonald and Wife, in ac.



To Attorney for Fee, viz:	100.00	
To Attorney for Commissions, viz:	<u>171.00</u>	271.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	26.00	
Capital-Gazette Press -handbills and tax	9.69	
Capital-Gazette Press- Order Nisi (Sale)	5.00	
Capital-Gazette Press - Order Nisi (acct.)	5.00	
Eagle Indemnity Co.- bond premium	22.00	
George W. Scible - auctioneer's fee	25.00	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	
Eloise Buikstra - notary fees	<u>1.00</u>	99.19
To Attorney for Taxes, viz:		
1948 State and County taxes (\$38.53-adjusted to day of sale)		13.12
To Attorney for Benefit Charges, viz:		
Annapolis Water Co.-water service to 3/31/48	13.65	
Annapolis Water Co.-water service to 5/4/48	<u>4.33</u>	17.98
To Annapolis Banking & Trust Company. Mortgagee -		
this balance on account		<u>4,277.70</u>
		<u>4,716.74</u>
Amount of mortgage claim filed	5,022.34	
Cr. Amount allowed as above	<u>4,277.70</u>	
Balance subject to decree in personam	744.64	
With William W. Townshend, Jr, Attorney named in Mortgage		Cr.
1948		
May 4. Proceeds of Sale		4,700.00
Refund fire insurance premiums		<u>16.74</u>
		<u>4,716.74</u>

Filed June 14, 1948.

ORDER NISI

ORDERED, This 14th day of June, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16" day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16" day of July next.

John H. Hopkins, 3rd, Clerk.

Filed June 14, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 16, 1948.

We hereby certify, that the annexed Order of Nisi Eq. # 9426 Robert N. MacDonald was published.

in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of July, 1948. The first insertion being made the 10th day of June, 1948.

THE CAPITAL-GAZETTE PRESS, INC..

No. MG\_

By R. L. Brown/

Filed July 19, 1948

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 19th day of July, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Marvin I. Anderson,

Judge.

Filed July 19, 1948.

IN THE MATTER OF	:	No. 9538 EQUITY
THE CHANGE OF NAME	:	IN THE CIRCUIT COURT
OF	:	FOR
RUTH K. GOSNELL.	:	ANNE ARUNDEL COUNTY.
	:: : : : :	

DECREE OF DIVORCE.

Leo M. Gosnell	:	IN THE CIRCUIT COURT OF
vs	:	BALTIMORE CITY
RUTH K. GOSNELL	:	July Term, 1946.
	:	B.691 1946 Docket.
	:: : : : :	

This cause standing ready for hearing and being duly submitted, the proceedings were by the Court read and considered.

It is Thereupon, This 6th day of September, A.D. 1946, by the Circuit Court of Baltimore City, Adjudged, Ordered and Decreed, that the said LEO M. GOSNELL, the above named Complainant, be and he is hereby DIVORCED A VINCULO MATRIMONII from the Defendant the said RUTH K. GOSNELL,

And it is Further Ordered, That the said complainant pay the cost of this proceeding.

W. Conwell Smith

I HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the decree taken from the record of proceedings in said cause.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court, this 6th day of September, 1946.

(Court Seal)

Henry J. Ripperger.

Clerk Circuit Court of Baltimore City.

not filed.

PETITION TO CHANGE NAME

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of Ruth K. Gosnell respectfully represents:

FIRST: That your petitioner is twenty-seven years of age and has been a resident of Riviera

Beach, Anne Arundel County, Maryland, since the month of September, 1944; and that by a decree of the Circuit Court of Baltimore City dated September 6, 1946, a certified copy of which is attached hereto and marked "Complainant's Exhibit No. 1," she was divorced a vinculo matrimonii from her husband, the said Leo M. Gosnell.

SECOND: That no children were born unto them as a result of their marriage.

THIRD: That by reason of said divorce, she no longer wishes to use the surname of her former husband, "Gosnell"; and she desires that her name be changed to Ruth Kelly, her maiden name, and the one by which she has long been known in private and business life.

FOURTH:: That her credit and business records are clear, and that this petition is not filed for the purpose of evading her creditors or other lienors.

WHEREFORE, your petitioner prays that the above-requested relief may be granted.

AND AS IN DUTY BOUND, ETC.

Ruth K. Gosnell, Petitioner.  
Albert J. Goodman,  
12 Church Circle, Annapolis, Maryland.  
Solicitor for Petitioner

Filed Oct. 8, 1948.

DECREE.

UPON consideration of the foregoing petition and affidavit, it is this 11th day of October, 1948, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decrees that the name of Ruth K. Gosnell, of Anne Arundel County and State of Maryland, be, and it is hereby, changed from Ruth K. Gosnell to Ruth Kelly, as prayed in said petition. wX

AND it is further adjudged, ordered and decreed that the petitioner pay the costs of these proceedings, to be taxed by the Clerk.

Jas. E. Boylan, Jr.,  
Judge.

Filed October 11", 1948.

IN THE MATTER OF THE SALE	:	No. 9434 IN EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
ROBERT EUGENE GOOD	:	ANNE ARUNDEL COUNTY.
:: :: :: ::		

wX

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith for foreclosure.

H. Melvin Bull,

Attorney named in Mortgage

Filed April 27, 1948.

MORTGAGE

THIS MORTGAGE, Made this 29th day of March, in the year one thousand, nine hundred and forty-seven, between Robert Eugene Good, unmarried, of Anne Arundel County, in the State of Maryland, Mortgagor, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, a body corporate DULY INCORPORATED, Mortgagee.

WHEREAS, said mortgagor, being a member of said body corporate, has received therefrom an

advance of Five thousand, five hundred (\$5,500.00) Dollars, being part of the purchase money for the property hereinafter described.

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent (4%) per annum in the manner following:

By the payment of Forty-five (\$45.00) Dollars. on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor doth grant and convey and assign unto the said Mortgagee, its successors and assigns, all those two (2) lots of ground situate and lying in the 3rd Election District of Anne Arundel County, in said State, and described as follows:

BEGINNING for the same on the Northeast side of the Magothy Beach Road at the distance of 575 feet Northwesterly from the Southwest corner of Justice and Pumphrey lot, said distance being measured along the Northeast side of said Road, thence along the Northeast side of said Road North 58 1/2 degrees West 50 feet; North 67 1/2 degrees West 50 feet; thence North 45 degrees East along the boundary line between Lots Nos. 93 A and 94 A, as shown on the plat hereinafter referred to, a distance of 519.7 feet to the waters of Magothy River, thence along said waters Southerly 111 feet more or less to intersect a line drawn North 45 3/4 degrees East from the point of beginning and thence reversing said line South 45 3/4 degrees West 430 feet to the beginning.

BEING Lots Nos. 92 A and 93 A, as shown on the Plat of Magothy Beach, filed among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E. Plat 12, also recorded in Plat Book W.N.W. No. 2, folio 12.

BEING the same two lots and parcels of ground which by deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Harry W. Shanaberger and Edna C. Shanaberger, his wife, unto Robert Eugene Good, unmarried.

TOGETHER with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions

herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided: (2) to keep the buildings on the premises insured against loss by fire and windstorn for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same and the amount so paid, shall then be added to the principal debt named herein, and bear interest at the rate of four per cent (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenants with the said Mortgagee to pay four per cent (4%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the United Federal Savings and Loan Association of Glen Burnie.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for H. Melvin Bull, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$25.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor, his heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor, for himself, his heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs, and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making said sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor for himself, his heirs, personal representatives or assigns, hereby covenants to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Dorothy V. Peterman

Robert Eugene Good

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 29th day of March, 1947, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Robert Eugene Good, unmarried, Mortgagor and he acknowledged the foregoing mortgage to be his act. At the same time also appeared Robert C. Ward, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Dorothy V. Peterman

Recorded April 1st, 1947, at 12 M., recorded in Liber J.H.H. No. 403, folio 103.

Filed April 27", 1948.

TRUSTEE'S BOND.

1250

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, H. Melvin Bull, 2 East Lexington Street, Baltimore, Maryland, as principal, and Indemnity Insurance Company of North America, a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIFTY-FIVE HUNDRED 00/100 Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 23rd day of April, in the year of our Lord one thousand nine hundred and forty-eight.

WHEREAS, the above bounden H. Melvin Bull by virtue by a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell Magothy Beach Lots 92A and 93A plat of Magothy Beach, Anne Arundel County, Maryland - Liber JHH No. 403 Folio 103 mentioned in the proceedings in the case of United Federal Savings & Loan Association of Glen Burnie, Anne Arundel County, Md, vs. Robert Eugene Good, now pending in said Court.

NOW the condition of this above Obligation is such, THAT IF THE ABOVE BOUNDEN H. Melvin Bull do and shall well and faithfully perform the trust reposed in him by said decree, or thay may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

ROBERT J. MORHISER

H. MELVIN BULL

(SEAL)

Charles V. Heyl

(SEAL)

STATE OF MARYLAND, Anne Arundel County, set:

KNOW ALL MEN BY THESE PRESENTS; That the Indemnity Insurance Company of North America, a corporation of the State of Pennsylvania does hereby constitute and appoint Charles V. Heyl its Attorney-in fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of Anne Arundel Co. State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Indemnity Insurance Company of North America duly affixed by its Vice-President and attested by its Assistant Secretary, this 23rd day of April, 1948

Attest: (Corporate Seal)

Indemnity Insurance Company of North America

Carroll W. Laird,

By J. M. Crawford, Vice President.

Assistant Secretary.

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney. 23rd, April, 1948.

(Corporate Seal)

Indemnity Insurance Co. of North America.

Carroll W. Laird, Assistant Secretary.

Filed , Approved & Recorded, April 27", 1948.

John H. Hopkins, 3rd, Clerk.

STATEMENT OF MORTGAGE ACCOUNT

Account No. VA 61

Name Robert Eugene Good

Property Magothy River

Original Amount of Mortgage dated 3-29 1947 \$5500.00

Less-Total amount paid on account of Principal \$\_\_\_\_\_

Less- Credit Expense Account \$\_\_\_\_\_

Total Balance Due-Account of Mortgage Indebtedness \$5562.98

Total Balance Due \$5562.98

Ground Rent Paid to \_\_\_\_\_ 19\_\_\_\_ Fee simple X

1948 Taxes paid

Insurance \$5500.00 Expires 3-29, 1949

The above statement is good until May 30, 1948

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By N A W

Mortgagor's copy.

Filed May 1st, 1948.

MORTGAGEE'S SALE OF IMPROVED FEE SIMPLY WATERFRONT REAL ESTATE.

In the Third Election District of Anne Arundel County, in the State of Maryland.

By virtue of the power of sale contained in a mortgage from Robert Eugene Good, unmarried, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated March 29th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 403, folio 103 &c. (default having occurred under said mortgage) the undersigned attorney named in said mortgage will offer at public sale on the premises on the Magothy Beach Road, Anne Arundel County, Maryland, on THURSDAY, APRIL 29, 1948, AT 3:30 P.M., o'clock.

All those two (2) lots of ground known and designated as Lots Nos. 92A and 93A, as shown on the Plat of Magothy Beach, filed among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E. Plat 12, also recorded in Plat Book W.N.W. No. 2, folio 12, and described as follows:

BEGINNING for the same on the Northeast side of the Magothy Beach Road at the distance of 575 feet Northwesterly from the Southwest corner of Justice and Pumphrey lot, said distance being measured along the Northeast side of said Road, thence along the Northeast side of said Road, North 58½ degrees West 50 feet; North 67½ degrees West 50 feet; thence North 45 degrees, East along the boundary line between Lots Nos. 93A and 94A, as shown on the plat hereinbefore referred to, a distance of 519.7 feet to the waters of Magothy River, thence along said waters Southerly 111 feet more or less to intersect a line drawn North 45 3/4 degrees East from the point of beginning and thence reversing said line South 45 3/4 degrees West 430 feet to the beginning.

Improved by a four room bungalow equipped with electric pump, and two out buildings on a lot 100 feet by 570 feet.

TERMS OF SALE: A deposit of \$150.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon ratification of the sale.

Taxes to be adjusted as of the day of sale.

H. MELVIN BULL  
Attorney at Law  
2 E. Lexington Street  
Baltimore 2, Maryland

Attorney named in the Mortgage.



CERTIFICATE OF PUBLICATION

ANNAPOLIS, Md. June 8, 1948.

We hereby certify, that the annexed Mortgagee's Sale (of Improved Fee Simple Waterfront Real Estate) Robert Eugene Good was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of April, 1948. The first insertion being made the 8th day of April, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald

Filed June 8, 1948

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of H. Melvin Bull, Attorney named in the Mortgage filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Attorney did, pursuant to said notice on April 29th, 1948, at 3:30 P.M. o'clock, attend on the premises, and then and there sold the property described in said mortgage unto John Speargas and Ethel Speargas, his wife, at and for the sum of Three thousand, one hundred and eighty-five dollars (\$3,185.00) the best price obtainable.

Respectfully submitted,

H. Melvin Bull,

Attorney named in the Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 30th day of April, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared H. Melvin Bull, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Dorothy V. Burch, Notary Public

Filed May 1, 1948

ORDER NISI

ORDERED, this 1st day of May, 1948, That the Sale of the property mentioned in these proceedings made and reported by H. Melvin Bull, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be show on or before the 2nd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of June next. The report states that the amount of sales to be \$3,185.00.

John H. Hopkins, 3rd, Clerk.

Filed June 8, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 8, 1948

We hereby certify that the annexed Order Nisi Equity #9434 Robert Eugene Good, was published in MARYLAND GAZETTE a news paper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of June, 1948. The first insertion being made the 6th

day of May, 1948.

No.MG 2121

THE CAPITAL GAZETTE PRESS, INC.,

By Shirley McDonald

Filed June 8, 1948.

FINAL ORDER.

ORDERED BY THE COURT, This 8th day of June, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, \_\_\_\_\_

Filed June 8, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. June 23, 1948

All of which is respectfully submitted.

LAURA R. JICKLING, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Robert Eugene Good in ac.

To Attorney for Fee, viz:	25.00	
To Attorney for Commissions, viz:	<u>126.31</u>	151.31
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	25.50	
Capital-Gazette Press- Order Nisi (sale)	5.00	
Capital-Gazette Press - Order Nisi (Acct.)	5.00	
Indemnity Insurance Co.-bond premium	22.00	
George W. Scible - auctioneer's fee	20.00	
One-half revenue stamps (Federal)	1.93	
One-half revenue stamps (State)	1.92	
Dorothy V. Burch- notary fee	<u>.25</u>	81.60
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee-this balance on account mortgage claim		<u>2,960.67</u>
		<u>3,231.33</u>
Amount of mortgage claim filed	5,562.98	
Cr. Amount allowed as above	<u>2,960.67</u>	
Balance subject to decree in personam	2,602.31	
with H. Melvin Bull, Attorney named in Mortgage		Cr.
1948		
Apr.29 Proceeds of Sale	3,185.00	
Interest on deferred payment	<u>25.47</u>	3 210.47
Refund 1948 State and County taxes (adjusted)		<u>20.86</u>
		<u>3,231.33</u>

ORDER NISI

ORDERED, This 28th day of June, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 31st day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of July, next.

John H. Hopkins, 3rd, Clerk.

Filed June 28, 1948.

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JOHN B. ROWE, ASSIGNEE	:	IN THE CIRCUIT COURT
VS	:	FOR
HURLEY CHRISTOPHER, and	:	ANNE ARUNDEL COUNTY
HAZEL I. CHRISTOPHER, his wife.	:	NO. 9453 IN EQUITY

: : : : : :

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage from the Defendants to First Federal Savings & Loan Association of Brooklyn, dated December 17, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422, folio 276, which mortgage has been assigned to the Plaintiff.

John B. Rowe,

Attorney for Plaintiff.

Filed May 25, 1948.

MORTGAGE

THIS MORTGAGE, made this 17th day of December, in the year one thousand nine hundred and forty-seven, between HURLEY CHRISTOPHER and HAZEL I. CHRISTOPHER, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor(s), and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the Mortgagors the sum of Sixty-seven hundred (6700) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of Fifty-six and 50/100 dollars plus 1/12 of the annual taxes, water rent, insurance premiums and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following manner:

FIRST: To the payment of interest:

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises:

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do(th) grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 17 in Section 2 as shown on the Plat of Clear View Village, recorded among the Plat Records of Anne Arundel County and filed in Plat Cabinet 3, Rod E-5, Plat 15.

BEING the same lot of ground described in a deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Steven J. Everd and wife to the within named Mortgagors.

IT IS AGREED, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple.

If, however, the said Mortgagor(s), his, her, or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Mortgagee, as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

111. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

1V. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall <sup>then</sup> be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any person or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the Mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898- or any supplement thereto- or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by James K. Cullen, its duly constituted Attorney or Agent. under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924) Public General Laws or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than fifty dollars.

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Nancy E. Hilton

Hurley Christopher (SEAL)

Hazel-I. Christopher (Seal)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 17th day of December, in the year one thousand nine hundred and forty-seven, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared HURLEY CHRISTOPHER and HAZEL I. CHRISTOPHER, his wife, the mortgagor(s) named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared Thomas W. Davis, president of First Federal Savings & Loan Association of Brooklyn, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

AS witness my hand and Notarial Seal.

(Notarial Seal)

Nancy E. Hilton, Notary Public.

My commission expires on May 2, 1949.

Recorded- 31-December, 1947, at 1-30 P.M. "O.P." Liber J.H.H. 422, folio 276.

ASSIGNMENT

FOR VALUE RECEIVED, FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN does hereby assign the within mortgage for the purpose of foreclosure unto John B. Rowe.

In witness whereof, First Federal Savings & Loan Association of Brooklyn has caused this instrument to be executed by Lawrence F. Tieman, its Vice-President and its seal affixed and duly attested by Vera L. Jordan, its Secretary this 21st day of May, 1948.

ATTEST:

Vera L. Jordan

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION  
OF BROOKLYN

(Corporate Seal)

By Lawrence F. Tieman, Vice-President.

Recorded 25 May, 1948, at 11 A.M. in Liber J.H.H. #422 folio 279.

Filed May 25, 1948

STATEMENT OF MORTGAGE DEBT.

Amount of principal mortgage debt from Hurley Christopher and wife to First Federal Savings & Loan Association of Brooklyn, dated December 17, 1947.

\$6700.00

Interest from December 17, 1947 to June 25, 1948

215.96

Total

\$6915.96

Less property expenses balance

\$28.24

28.24

Balance due Mortgagee to June 25, 1948

\$6887.72

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of June, 1948, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared JOHN B. ROWE, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Notarial Seal)

Nancy E. Hilton, Notary Public

Filed June 17, 1948

MILITARY AFFIDAVIT

I Hereby Certify that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared JAMES K. CULLEN, and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

- (1) said defendants are not in the military service of the United States.
- (2) said defendants are not in the military service of any nation allied with the United States.
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.
- (4) said defendants are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

James K. Cullen, Affiant

Subscribed and sworn to before me this 16th day of June, 1948.

(Notarial Seal)

Nancy E. Hilton, Notary Public.

Filed June 17", 1948

NEW AMSTERDAM CASUALTY COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we, John B. Rowe, Assignee, 2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND SEVEN HUNDRED AND 00/100 (\$6,700.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th day of June, in the year nineteen hundred and forty-eight.

WHEREAS, the above bounden John B. Rowe, Assignee, by virtue of the power contained in a mortgage from Hurley Christopher and Hazel I. Christopher, his wife, to First Federal Savings and Loan Association of Brooklyn, bearing date the 17th day of December nineteen hundred and forty-seven., and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 422, Folio 276, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITION OF THIS OBLIGATION ARE SUCH, That if the above bounden John B. Rowe, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Attest:

Nancy E. Hilton

M. R. Gosweiler

Assistant Secretary.

(CORPORATE SEAL)

John B. Rowe, (SEAL)  
Assignee.

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess,  
Vice-President.

Filed & Approved this 17th day of June, 1948.

John H. Hopkins, 3rd, Clerk.

MORTGAGE SALE OF VALUABLE FREE SIMPLE RESIDENCE PROPERTY

Situate on the northeast corner of Margaret and Mildred Avenues, Clear View Village, Anne Arundel County, Maryland.

By virtue of the power contained in a mortgage from Hurley Christopher and Hazel I. Christopher, his wife, to First Federal Savings & Loan Association of Brooklyn, dated December 17, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422, folio 276, which mortgage

has been assigned to John B. Rowe, for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises ON TUESDAY, JUNE 18, 1948 at 2 o'CLOCK, P.M.

All that fee simple real estate situate in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 17, in Section 2 as shown on the Plat of Clear View Village, recorded among the Plat Records of Anne Arundel County and filed in Plat Cabinet 3, Rod E-5, Plat 15.

Improved by a one and a half story, four rooms and bath frame dwelling. All expenses, including Anne Arundel County Sanitary charges, if any to be adjusted to day of sale.

A cash deposit of \$300.00 will be required of the purchaser at the time and place of sale, balance of purchase money to bear interest from day of sale.

T.C.W. Hobbs & Company, Auctioneer.

JOHN B. ROWE, Assignee

Ju-17.

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 29, 1948

We hereby certify, that the annexed Notice of Mortgage Sale -Hurley Christopher- was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 25th day of June, 1948. The first insertion being made the 27th day of May, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

FILED August 2, 1948.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said John B. Rowe, Assignee, did, pursuant to said notice, on Friday, June 25, 1948, at 2 o'clock p.m., attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto Steven J. Everd and Margaret Everd, his wife, at and for the sum of Sixty-nine hundred (6900) Dollars, the said purchasers at the price mentioned, being the highest bidders therefor.

Respectfully submitted,

John B. Rowe,

Assignee of said Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Doris E. Monnett,

Notary Public

Filed June 29, 1948



ORDER NISI

ORDERED, this 29<sup>th</sup> day of June, 1948, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee of mortgage, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31<sup>st</sup> day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31<sup>st</sup> day of July next.

The report states that the amount of sales to be \$6900.00.

John H. Hopkins, 3<sup>rd</sup>, Clerk

Filed June 29, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 2, 1948.

We hereby certify, that the annexed Order Nisi, Eq. #9453 Assignee Sale HURLEY CHRISTOPHER was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31<sup>st</sup> day of July, 1948. The first insertion being made the 1<sup>st</sup> day of July, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun.

Filed August 3<sup>rd</sup>, 1948

FINAL ORDER

ORDERED BY THE COURT, This 9<sup>th</sup> day of August, 1948 that the sale made and reported by the Assignee aforesaid, be and the same \_ hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson,

Judge.

Filed August 9, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that \_he has examined the proceedings in the above entitled cause, and from them \_he has stated the within account. August 24, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. John B. Rowe, Assignee, vs. Hurley Christopher and Wife

in Ac.

To Assignee for Commissions, viz:	237.00	
To Assignee for Fee, viz:	<u>50.00</u>	287.00
To Assignee for Court costs, viz:		
Clerk of Court - Court costs	18.75	
Plaintiff's Solicitor's appearance fee	10.00	
Auditor - stating this account	<u>9.00</u>	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press- advertising sale	26.25	
Capital-Gazette Press- Order nisi (Sale)	5.00	
Capital-Gazette Press - Order Nisi (acctd)	5.00	

The Sun - advertising sale	6.30	
New Amsterdam Casualty Co. - bond premium	26.80	
T.C.W. Hobbs - auctioneer's fee	25.00	
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	3.85	
One-half State revenue stamps	3.85	
Nancy E. Hilton - notary fees	.50	
Doris E. Monnett - notary fee	<u>.25</u>	103.55
First Federal Savings & Loan Ass'n of Brooklyn, mortgagee- this balance on account mortgage claim		<u>6,495.72</u>
		<u>6,924.02</u>
Amount of mortgage claim filed	6,887.72	
Cr. Amount allowed as above	<u>6,495.72</u>	
Balance subject to decree in personam with John B. Rowe, Assignee 1948	392.00	Cr.
June 25 Proceeds of Sale		6,900.00
Refund 1948 State and County taxes (\$46.76-adj.)		<u>24.02</u>
		<u>6,924.02</u>

Filed August 31, 1948.

ORDER NISI

ORDERED, This 31 day of August, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4<sup>th</sup> day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4<sup>th</sup> day of October next.

John H. Hopkins, 3rd,       

Filed September 17, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 16, 1948.

We hereby certify, that the annexed Order Nisi, Eq: #9453 Auditors Account HURLEY CHRISTOPHER was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of October 1948. The first insertion being made the 2nd day of September, 1948.

THE CAPITAL-GAZETTE PRESS

No. MG. 8124

By R. L. Brown

FILED September 17, 1948.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 11th day of October, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. E. Boylan, Jr.

C.J.

Filed Oct. 11, 1948.

JOHN B. ROWE, ASSIGNEE,	:	No. 9454 IN EQUITY
vs	:	IN THE CIRCUIT COURT
CLARENCE J. WEAVER, and	:	FOR
HELEN E. WEAVER, his wife.	:	ANNE ARUNDEL COUNTY

: : : : :

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage with note attached from the Defendants to The Annapolis Banking & Trust Company, dated March 13, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 403, folio 270, which mortgage has been assigned to the Plaintiff.

John B. Rowe,  
Attorney for Plaintiff

Filed May 25", 1948

MORTGAGE

THIS MORTGAGE, Made this 13th day of March, A. D. 1947, by and between CLARENCE J. WEAVER and HELEN E. WEAVER, his wife. of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING & TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Five thousand fifty Dollars (\$5050.00), evidenced by a promissory note of even date herewith with interest from date at the rate of Four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Annapolis Banking & Trust Company, in Annapolis, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Twenty-six and 65/100 Dollars (\$26.65), commencing on the first day of April, 1947, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 1972. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at a point in the center line of the County Road leading from Camp Meade through the property of John Turner to Odenton, said point of beginning being South 56 degrees 27 minutes East 630.6 feet and South 57 degrees 20 minutes East 279.2 feet from a stone set at the end of the first line of the conveyance from Turner to Lindeman as recorded in W.M.B. No. 16, folio 431, thence with the center line of said County Road South 57 degrees 20 minutes East 102.5 feet, thence leaving said Road South 32 degrees 40 minutes West 191.1 feet to the outlines of the whole

tract, thence with said outlines North 57 degrees 20 minutes West 102.5 feet, thence leaving the outlines North 32 degrees 40 minutes East 191.1 feet to the place of beginning.

BEING the same lot of ground described in a deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Charles E. Clark and wife to the within named Mortgagors.

This mortgage is given to secure a part of the purchase price of the above described lands and premises.

Together with all buildings and improvements now and hereafter on said land, and the rents, issues and profits of the above described property (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE and to HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installments of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(1) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums.

(11) interest on the mortgage debt secured hereby; and

(III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (2) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee, shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquired the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payments by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of Thirty (30) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or James K. Cullen, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply; first to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to

the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and Seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Nancy B. Edwards

Clarence J. Weaver

(SEAL)

Helen E. Weaver

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of March, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ~~CLARENCE~~ J. WEAVER and HELEN E. WEAVER, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

AT the same time also personally appeared James K. Cullen, the ~~Agent~~ of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I HAVE hereunto set my hand and affix my official seal the day and year aforesaid.

(Notarial Seal)

Nancy B. Edwards, Notary Public.

Recorded April 17, 1947, at 2-30 P.M., Liber J.H.H. 403, folio 220.

MORTGAGE NOTE

\$5050.00

Baltimore, Maryland, March 13, 1947.

For Value Received, the undersigned promise(s) to pay to the order of THE ANNAPOLIS BANKING & TRUST COMPANY, the principal sum of Five thousand fifty Dollars (\$5050.00), with interest from date at the rate of Four per centum (4%) per annum on the unpaid balance until paid. Principal and interest shall be payable at the office of The Annapolis Banking & Trust Company

in Annapolis, or at such other place as the holder hereof may designate, in writing delivered or mailed to the debtor, in monthly installments of Twenty-six and 65/100 Dollars (\$26.65) commencing on first day of April, 1947, and continuing on the first day of each month thereafter until this note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 1972,

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

If any deficiency in the payment of any installment under this note is not made good prior to the due date of the next such installment, the holder of this note may exercise the option of treating the remainder of the debt as due and collectible. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in payment of this note, and if the same is collected by an attorney at law, the undersigned agree to pay all costs of collection, including a reasonable attorney's fee.

This note represents money actually loaned to the undersigned and is secured by Mortgage of even date executed by the undersigned on certain property described therein.

Presentment, protest, and notice are hereby waived. The undersigned also waive(s) the benefit of any homestead, exemption, valuation, or appraisement laws as to this debt.

Clarence J. Weaver

Helen E. Weaver

I HEREBY CERTIFY that this is the note described in and secured by mortgage of even date herewith, and in the same principal amount as herein stated and secured by real estate situated in Anne Arundel County, State of Maryland.

Dated this 13th day of March, 1947.

(Notarial Seal)

Nancy B. Edwards, Notary Public

Received for record April 17, 1947, at 2:30 P.M., in Liber J.H.H. No. 403, folio 270.

#### ASSIGNMENT

The Annapolis Banking and Trust Company herewith assign the within mortgage to John B. Rowe, Attorney, for the purpose of foreclosure, this 14th day of May, 1948.

TEST: (CORPORATE SEAL)

THE ANNAPOLIS BANKING AND TRUST COMPANY

Kenneth E. Jacobs, Assistant Secretary

L. J. O'Conner, Jr., Vice President .

Recorded 25 May, 1948, at 11 A.M., in Liber J.H.H. No. 403, folio 275.

Filed May 25, 1948

#### STATEMENT OF MORTGAGE CLAIM.

Amount of principal mortgage debt from Clarence J. Weaver

and wife to The Annapolis Banking & Trust Company, dated

March 13, 1947.

\$5050.00

Interest from March 9, 1948 to June 25, 1948

58.82

Total

\$5108.82

Less amount paid on account of principal \$192.92

192.92

Balance due Mortgagee to June 25, 1948

\$4915.90



STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of June, 1948, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared JOHN B. ROWE, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Notarial Seal)

Nancy E. Hilton, Notary Public

Filed June 17" 1948

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that ,before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared JAMES K. CULLEN and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me  
this 16th day of June, 1948.

James K. Cullen, Affiant

Nancy E. Hilton, Notary Public.

(Notarial Seal)

Filed June 17", 1948

NEW AMSTERDAM CASUALTY COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS: That we John B. Rowe, Assignee, of 2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND FIFTY AND 00/100 (\$5050.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

SEALED with our seals, and dated this 16th day of June, in the year nineteen hundred and forty-eight.

WHEREAS, the above bounden John B. Rowe, Assignee, by virtue of the power contained in a Mortgage from Clarence J. Weaver and Helen E. Weaver, his wife, to The Annapolis Banking and Trust Company, bearing date the 13th day of March, nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 403, Folio 270, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden John B. Rowe, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property, or the proceeds thereof,

then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

John B. Rowe (Seal)

Attest:  
Nancy E. Hilton

Assignee  
NEW AMSTERDAM CASUALTY COMPANY

(Corporation Seal)

M. R. Gosweiler,

By G. Lee Burgess,

Assistant Secretary.

Vice President.

Filed & Approved this 17<sup>th</sup> day of June, 1948,

John H. Hopkins, 3rd, Clerk.

MORTGAG SALE

OF VALUABLE FEE SIMPLE RESIDENCE PROPERTY

Situate on the County Road leading from Camp Meade to Odenton, Anne Arundel County, Maryland.

By virtue of the power contained in a mortgage from Clarence J. Weaver and Helen E. Weaver, his wife, to The Annapolis Banking & Trust Company, dated March 13, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 403, folio 270, which mortgage has been assigned to John B. Rowe, for the purpose of foreclosure, the undersigned, Assignee, will sell at public auction on the premises ON FRIDAY, JUNE 25, 1948, AT 3 O'CLOCK P.M.

All that fee simple real estate situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a point in the center line of the County Road leading from Camp Meade through the property of John Turner to Odenton, said point of beginning being South 56 degrees 27 minutes East 630.6 feet and South 57 degrees 20 minutes East 279.2 feet from a stone set at the end of the first line of the conveyance from Turner to Lindeman as recorded in W.M.B. No. 16, folio 431, thence with the center line of said County Road South 57 degrees 20 minutes East 102.5 feet, thence leaving said Road South 32 degrees 40 minutes West 191.1 feet to the outlines of the whole tract, thence with said outlines North 57 degrees 20 minutes West 102.5 feet thence leaving the outlines North 32 degrees 40 minutes East 191.1 feet to the place of beginning Improved by a one story, five room frame dwelling.

All expenses, including Anne Arundel County Sanitary charges, if any, to be adjusted to day of sale.

A cash deposit of \$300.00 will be required of the purchaser at the time and place of sale, balance of purchase money to bear interest from day of sale.

T. C. W. Hobbs & Company, Auctioneers.

JOHN B. ROWE, Assignee

Ju-24

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 30, 1948.

We hereby certify, that the annexed Notice of Mortgage Sale - Clarence J. Weaver - was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 25<sup>th</sup> day of June, 1948. The first insertion being made the 27<sup>th</sup> day of May, 1948.

THE CAPITAL GAZETTE PRESS, INC.

By R. L. Brown

Filed August 2, 1948.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said John B. Rowe, Assignee, did, pursuant to said notice, on Friday, June 25, 1948, at 3 o'clock p.m., attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto The Annapolis Banking & Trust Company, at and for the sum of Twenty-nine hundred (2900) Dollars, the said purchaser at the price mentioned, being the highest bidder therefor.

Respectfully submitted,

John B. Rowe,

Assignee of said Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, that on this 28th day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Doris E. Monnett, Notary Public.

Filed June 29", 1948

ORDER NISI

ORDERED, this 29" day of June, 1948, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee of Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31" day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31" day of July next.

The report states that the amount of sales to be \$2900.00.

John H. Hopkins, 3rd, Clerk.

Filed June 29, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 2, 1948

We hereby certify, that the annexed Order Nisi, Eq. #9454 Assignee's Sale- CLARENCE J. WEAVER was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of July, 1948. The first insertion being made the 1st day of July, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

Filed August 3, 1948

Final Order

ORDERED BY THE COURT, This 9th day of August, 1948, that the sale made and reported by the Assignee aforesaid, be and the same \_ hereby finally ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, Judge.

Filed August 9", 1948.

PETITION OF JOHN B. ROWE, ASSIGNEE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of JOHN B. ROWE, Assignee herein and THE ANNAPOLIS BANKING & TRUST COMPANY, purchasers herein, respectfully shows:

1. That this is a proceeding for foreclosure of a mortgage covering property situate on the County Road leading from Camp Meade to Odenton, Anne Arundel County, Maryland, and occupied by the Defendants, Clarence J. Weaver and Helen E. Weaver, his wife.

2. That John B. Rowe, Assignee herein, sold said property at public auction on June 25, 1948 to the Annapolis Banking & Trust Company which sale has been duly recorded, ratified and confirmed by this Court.

3. That the said purchaser, The Annapolis Banking & Trust Company has settled for said property in accordance with said purchase and is entitled to possession of said premises.

4. That said Defendants, Clarence J. Weaver and Helen E. Weaver, his wife, occupants of said property have failed and refused to deliver possession thereof.

WHEREFORE your Petitioners pray this Court to pass an appropriate Order in this premises.

AND AS IN DUTY BOUND, ETC.

John B. Rowe, Assignee

James K. Cullen,

Attorney for Purchaser.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 24th day of August, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JOHN B. ROWE, Assignee and James K. Cullen, Attorney for the Purchaser in the above entitled case and made oath in due form of law that the matters and facts as set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Mary Ruth Mullineaux, Notary Public.

Filed August 25, 1948.

ORDER.

Upon the foregoing Petition and affidavit it is this 26th day of August, 1948, by the Circuit Court for Anne Arundel County in Equity, in the above entitled case,

ORDERED: That Clarence J. Weaver and Helen E. Weaver, his wife, Defendants herein and occupants of said property situate on the County Road leading from Camp Meade to Odenton, Anne Arundel County, Maryland, be and they are hereby Ordered to vacate said property at once and to deliver possession thereof to the Annapolis Banking & Trust Company, purchaser herein, and that a Writ in the nature of a Writ of Habere Facias Possessionem be issued directed to the Sheriff of Anne Arundel County against Clarence J. Weaver and Helen E. Weaver, Defendants for possession of said property unless cause to the contrary be shown on or before the 25th day of September, 1948, provided a copy of this Petition and Order be served on said Defendants or conspicuously posted on the premises on or before the 19th day of September, 1948.

Marvin I. Anderson,

Judge.

Filed August 26, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. August 24, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. John B. Rowe, Assignee, vs Clarence J. Weaver and Wife,	in ac.	
To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz	<u>117.50</u>	167.50
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	<u>9.00</u>	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press- advertising sale	36.25	
Capital-Gazette Press - order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
The Sun - advertising sale	6.00	
New Amsterdam Casualty Co. - bond premium	20.20	
T.C.W. Hobbs Co., Inc.,-auctioneer	25.00	
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	1.65	
One-half State revenue stamps	1.65	
Nancy E. Hilton - notary fees	.50	
Doris E. Monnett- notary fee	<u>.25</u>	102.25
To Annapolis Banking & Trust Company, Mortgagee-		
this balance on account mortgage claim		<u>2,601.24</u>
		<u>2,908.74</u>
Amount of mortgage claim filed	4,915.90	
Cr. Amount allowed as above	<u>2,601.24</u>	
Balance subject to decree in personam	2,314.66	
with John B. Rowe, Assignee,		Cr.
1948		
June 25 Proceeds of Sale		2,900.00
Refund 1948 State and County taxes (\$17.02-adj.)		<u>8.74</u>
		<u>2,908.74</u>

Filed 31 August, 1948

ORDER NISI

ORDERED, This 31<sup>st</sup> day of August, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4<sup>th</sup> day of October next.

John H. Hopkins, 3rd

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 16, 1948

We hereby certify, that the annexed Order Nisi Eq. #9454 -Auditor's Account- Clarence J. Weaver- was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of October, 1948. The first insertion being made the 2nd day of September, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 8125

By R. L. Brown.

Filed Sept. 17, 1948.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 11th day of October, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. E. Boylan, Jr.,

C.J.

Filed Oct. 11", 1948.

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 9455
THE MORTGAGE REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
JAMES L. WILLIAMS, and	:	
HATTIE E. WILLIAMS, his wife.	:	ANNE ARUNDEL COUNTY.
	:: :: :: :: ::	

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige,

IRVING H. MEZGER,

Attorney Named in Mortgage.

Filed May 27", 1948.

MORTGAGE.

THIS MORTGAGE Made this 22nd day of January, in the year one thousand nine hundred and forty-SEVEN, between James L. Williams and Hattie E. Williams, his wife, of the County of Anne Arundel in the State of Maryland, Mortgagors, and the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Thirty-eight Hundred and Twenty-five (\$3825.00)-Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Forty-two Dollars & Forty-seven Cents (\$42.47) commencing on the first day of March, 1947, and on the first day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of

one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in Third Election District of Anne Arundel County, and described as follows:

BEING all those lots of ground known as Nos. 19 and 20, Section 74, as shown on Plat No. 2 of Outing Park and recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1 folio 102, now recorded in Plat Cabinet No. 2, Rod C-2, Plat 102; said lots being situate at the southeasterly corner of Second Street and East Shore Road, with a combined frontage of Fifty (50) feet along the easterly side of East Shore Road, with an even rectangular depth of One Hundred (100) feet easterly parallel with and binding on Second Street.

BEING the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County were granted and conveyed by Edward Katz, single, to the said mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee-simple.

PROVIDED, however, if the said mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on or before the first day of each and every month the sum of Six Dollars & Fifty-three Cents (\$6.53) for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its

successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said mortgagors, consent that a decree may be passed for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 - or any supplement thereto - or this mortgage may be foreclosed by said mortgagee, its successors or assigns, or by Irving H. Mezger their duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers therein, granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid: (2) To the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Witness:

H. Allen Mezger.

James L. Williams, (SEAL)

Hattie E. Williams (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James L. Williams and Hattie E. Williams, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the



aforegoing mortgage to be their act. At the same time also appeared John P. Helmer President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

H. Allen Mezger, Notary Public

My Commission Expires May 5th, 1947.

Recorded 23 January, 1947 at 10:40 A.M., recorded J.H.H. No. 379, folio 63.

Filed May 27, 1948

STATEMENT OF MORTGAGE CLAIM.

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from James L. Williams and Hattie E. Williams, his wife, to the said Arundel Federal Savings and Loan Association of Baltimore City, dated January 22nd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 379, folio 63., etc.

Balance due on mortgage debt as of June 1st, 1948	\$3638.22
Plus interest to June 30th, 1948	<u>18.37</u>
Total Balance Due -Account of Mortgage Indebtedness	<u>\$3656.59</u>

Henry C. Bourke, Jr., Treasurer

Arundel Federal Savings & Loan Association  
of Baltimore City.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 24 day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Henry C. Bourke, Jr., Treasurer of the said Arundel Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining unpaid.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

D. A. Conley, Notary Public

My Commission Expires May 2nd, 1949.

Filed June 25, 1948

BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Irving H. Mezger, 20 Central Savings Bank Building of Baltimore 2, Md. and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand (\$4,000.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 23rd day of June in the year of our Lord nineteen hundred and forty-eight.

WHEREAS, the above bounden Irving H. Mezger, by virtue of a power contained in mortgage from James L. Williams and Hattie E. Williams, his wife, to Arundel Federal Savings & Loan Association of Baltimore City, dated January 22, 1947, and recorded in Liber J.H.H. No. 379 folio 63, etc. one of the Land Record Books for Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Irving H. Mezger is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of,

Betty E. Reiblich

IRVING H. MEZGER (Seal)

MARYLAND CASUALTY COMPANY

Attest:

By Vandervoort Rand,

L. M. Augustine.

Attorney-in-Fact.

STATE OF MARYLAND, BALTIMORE CITY, sct:

KNOW ALL MEN BY THESE PRESENTS, That MARYLAND CASUALTY COMPANY, a corporation of the State of Maryland, does hereby constitute and appoint VANDERVOORT RAND, A. F. STOE BENER and LEE H. SELTZER, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said MARYLAND CASUALTY COMPANY, duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of May, 1946.

(CORPORATE SEAL)

MARYLAND CASUALTY COMPANY

ATTEST:

By (Signed) E. Kemp Cathcart

(Signed) J. P. W. McNeal

Vice President

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 23rd day of June, 1948 in full force and effect.

MARYLAND CASUALTY COMPANY

(CORPORATE SEAL)

By Lillian A. Algie

Assistant Secretary

Filed, Approved & Recorded - June 25", 1948.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, THAT, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared IRVING H. MEZGER and made oath in due form of law that he knows the Defendant herein, and that to the best of his information, knowledge and belief

(1) said Defendant is not in the military service of the United States,

(2) said Defendant is not in the military service of any nation allied with the United States,

(3) said Defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Irving H. Mezger, Affiant.

Subscribed and sworn to before me this 26th day of June, 1948.

(Notarial Seal)

A. P. Urban,

Notary Public

Filed June 28, 1948.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the mortgage from James L. Williams, and Hattie E. Williams, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows,

That under the power and authority granted in said mortgage to make sale of the fee-simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette" a newspaper published in Anne Arundel County, Maryland, said Irving H. Mezger, Attorney named in Mortgage, did pursuant of said notice on Monday, June 28th, 1948, at two (2) o'clock P.M., attend on the premises and then and there sold at Public Auction, all that lot of ground located in the Third Election District of Anne Arundel County, and more particularly described in said mortgage, together with the improvements thereon, in fee-simple, to the Arundel Federal Savings & Loan Association of Baltimore City, at and for the sum of Thirtythree Hundred (3300.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mezger

Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of June, in the year one thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Georgia V. Walker, Notary Public

My Commission expires May 2nd, 1949

Filed July 7", 1948.

ORDER NISI

ORDERED, this 7th day of July, 1948, That the sale of the property mentioned in these proceedings made and reported by Irving H. Mezger, Attorney-named-in-Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of August next.

The report states that the amount of sales to be \$3300.00

John H. Hopkins, 3rd, Clerk.

Filed July 7, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 5, 1948

We hereby certify, that the annexed Order Nisi, Eq. #9455 Mortgagee's Sale-James L. Williams was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of August, 1948. The first insertion being made the 8th day of July, 1948.

THE CAPITAL-GAZETTE PRESS, INC.  
By R. L. Brown.

Filed August 5, 1948

FINAL ORDER

ORDERED BY THE COURT, This 2nd day of Sept., 1948 that the sale made and reported by the Attorney aforesaid, be and the same is hereby <sup>Finally</sup> Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson,  
Judge.

Filed September 2, 1948

CERTIFICATE

We hereby certify, that on the -28th day of June, 1948, we bought at Public Auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City the property described as follows:

BEING all those lots of ground known as Nos. Nineteen (19) and Twenty (20), Section 74, as shown on Plat No. 2 of Outing Park and recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, folio 102, now recorded in Plat Cabinet No. 2, Rod C-2, Plat No. 102; said lots being situate at the southeasterly corner of Second Street and East Shore Road, with a combined frontage of Fifty-(50) feet along the easterly side of East Shore Road, with an even rectangular depth of One Hundred (100) feet easterly parallel with and binding on Second Street.

At and for the price of Thirty-three Hundred (\$3300.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, its Treasurer.

(Corporate Seal)

E. T. Newell and Company, Inc.  
By John M. Miller Treasurer.

We hereby certify that we purchased the above described property at and for the price of Thirty-three Hundred (\$3300.00) Dollars .

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John P. Helmer, its President..

(CORPORATE SEAL)

Arundel Federal Savings and Loan  
Association of Baltimore City,  
By John P. Helmer, President.

Filed Sept. 1, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. September 3, 1948.

All of which is respectfully submitted.

Laura R. Jickling  
Auditor.

Dr. IN THE MATTER of the Sale of the Mortgaged Real Estate of James L. Williams and wife, in ac.

To Attorney for Fee, viz 50.00

To Attorney for Commission, viz: 129.00

\$ 179.00

To Attorney for Court costs, viz:

Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75

To Attorney for Expenses, viz:

Capital-Gazette Press- advertising sale	25.00	
Capital-Gazette Press, Inc. -Order Nisi (Sale)	5.00	
Capital-Gazette Press, Inc.-Order Nisi (Acct.)	5.00	
Maryland Casualty Co.- Bond premium	16.00	
E. T. Newell & Co.-auctioneer's fee	<u>15.00</u>	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.92	
Notary fees	<u>.50</u>	70.35

To Arundel Savings & Loan Association of Baltimore

City, mortgagee- this balance on account mortgage claim

3,024.30

3,311.40

Amount of mortgage claim filed

Cr. Amount allowed as above

3,656.59

3,024.30

Balance subject to decree in personam

632.29

with Irving H. Mezger, Attorney named in Mortgage

Cr.

1948

June 28 Proceeds of Sale

3,300.00

Refund 1948 State and County Taxes (\$22.79-adj.)

11.40

3,311.40

Filed Sept. 8, 1948

ORDER NISI

ORDERED, This 8<sup>th</sup> day of September, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11<sup>th</sup> day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11<sup>th</sup> day of October next,

John H. Hopkins, 3rd, Clerk.

Filed Sept. 8, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 5, 1948

We hereby certify, that the annexed Order Nisi Eq.#9455 Auditor's Account - James L. Williams, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County Maryland, once a week for 3 successive weeks before the 11<sup>th</sup> day of October, 1948. The first insertion being made the 9<sup>th</sup> day of September, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 7999

By R. L. Brown

Filed October 11, 1948.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 13th day of October, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. E. Boylan, Jr.

C.J.

Filed October 13, 1948.

IN THE MATTER OF THE	:	NO. 9465 IN EQUITY
MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
EDGAR ALLEN CARTER AND	:	ANNE ARUNDEL COUNTY
ETHEL MARIE CARTER, his wife.	:	
	: : : : : :	

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith for foreclosure.

H. MELVIN BULL,

Attorney named in the mortgage  
2 E. Lexington Street,  
Baltimore - 2, Maryland.

Filed June 9", 1948

MORTGAGE

THIS MORTGAGE, Made this 5th day of June, A. D. 1947, by and between, Edgar Allen Carter and Ethel Marie Carter, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagors, and UNITED FEDERAL SAVINGS and LOAN ASSOCIATION OF GLEN BURNIE, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagors being members of the Mortgagee, have this day received therefrom an advance of Two thousand, six hundred and ten dollars (\$2,610.00), being part of the purchase money for the property hereinafter described, evidenced by a promissory note secured thereby of even date, executed and delivered by Mortgagors to Mortgagee payable in installments with interest as hereinafter set forth.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Two thousand, six hundred and ten Dollars (\$2,610.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, in Glen Burnie, Anne Arundel County, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Thirty Dollars (\$30.00), commencing on the first day of July, 1947, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1962. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH. that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING Lots Nos. Five (5), Six (6) and Seven (7), in Section Three (3) as shown on the Plat of Clear View Village, which Plat is filed among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-5, Plat No. 15. The said Lots Nos. Five (5), Six (6) and Seven (7) having a frontage of 100 feet each on the Southeast side of Disney Avenue and an average depth of even width of 529.95 feet.

BEING the same lots and parcels of ground which by deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Steven J. Everd and Margaret Everd, his wife, unto Edgar Allen Carter and Ethel Marie Carter, his wife.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property

plus taxes and assessments next due on the mortgaged property (All as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(1) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;

(11) interest on the mortgage debt secured hereby; and

(111) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.



5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or H. MELVIN BULL, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from

such sale, to apply; first to the payment of all expenses incident to such sale, including a counsel fee of \_\_\_ Dollars (\$\_\_\_) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under order or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and Seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

Norwood A. Wieneke

Norwood A. Wieneke

Edgar Allen Carter (SEAL)

Ethel Marie Carter (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 5th day of June, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edgar Allen Carter and Ethel Marie Carter, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Robert C. Ward, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the

Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Norwood A. Wieneke, Notary Public.

My Commission expires 5-2-49

Recorded - 12th June, 1947, at 3 P.M. Liber J.H.H. #413, folio 83.

Filed June 9", 1948

NEW AMSTERDAM CASUALTY COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, H. Melvin Bull of 2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWO THOUSAND SEVEN HUNDRED AND 00/100 (\$2,700.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

SEALED with our seals, and dated this 7th day of June, in the year nineteen hundred and forty-eight.

WHEREAS, the above bounden H. Melvin Bull, by virtue of the power contained in a Mortgage from Edgar Allen Carter and Ethel Marie Carter, his wife, to United Federal Savings and Loan Association of Glen Burnie, bearing date the 5th day of June nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 413, Folio 83, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden H. Melvin Bull do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of,

H. MELVIN BULL (SEAL)

Dorothy V. Burch

NEW AMSTERDAM CASUALTY COMPANY

Attest:

(CORPORATE SEAL)

By E. F. Dobson,

M. R. Gosweiler

Vice-President

Assistant-Secretary

Approved this 9" day of June, 1948.

John H. Hopkins, 3rd, Clerk.

Filed June 9", 1948

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Melvin Bull, Attorney named in the Mortgage filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Attorney did,

pursuant to said notice on June 10th, 1948, at 3:30 P.M. o'clock, attend on the premises, and then and there sold the property described in said mortgage unto Ethel T. Morgan, widow, at and for the sum of One Thousand four hundred and seventy-five dollars (\$1,475.00) the best price obtainable.

Respectfully submitted,

H. Melvin Bull

Attorney named in the Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, THAT ON THIS 15TH DAY OF June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared H. Melvin Bull, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Dorothy V. Burch, Notary Public

Filed June 16" 1948

Mortgagee's Sale of Improved Fee Simple Real Estate

In the Third Election District of Anne Arundel County, in the State of Maryland.

By virtue of the power of sale contained in a mortgage from Edgar Allen Carter and Ethel Marie Carter, his wife, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated June 5th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. T. No. 413, folio 83 &c. (default having occurred under said mortgage) the undersigned attorney named in said mortgage will offer at public sale on the premises at Clear View Village, on the Mountain Road, Anne Arundel County, Maryland, on THURSDAY, JUNE 10th, 1948, at 3:30 P.M. O'CLOCK

All those three (s) lots and parcels of ground situate and lying in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING Lots Nos. Five (5), Six (6) and Seven (7), in Section Three (3), as shown on the Plat of Clear View Village, which Plat is filed among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-5, Plat No. 15. The said Lots Nos. Five (5), Six (6) and Seven (7) having a frontage of 100 feet each on the Southeast side of Disney Avenue and an average depth of even width of 529.95 feet.

Improved by a two story cottage containing four rooms and approximately three and three-fourths acres of ground.

TERMS OF SALE: A deposit of \$150.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon ratification of the sale.

Taxes to be adjusted as of the day of sale.

H. MELVIN BULL, Attorney at Law,

2 E. Lexington Street,  
Baltimore 2, Maryland

Attorney named in the Mortgage. Ju. 3

Filed July 8, 1948

ORDER NISI

Ordered, this 16" day of June, 1948, That the sale of the property mentioned in these proceedings made and reported by H. Melvin Bull, Attorney named in mortgage BE RATIFIED AND CONFIRMED

unless cause to the contrary thereof be shown on or before the 17<sup>th</sup> day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17<sup>th</sup> day of July next.

The report states that the amount of sales to be \$1,475.00

John H. Hopkins, 3rd, Clerk.

Filed June 16, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 8, 1948

We hereby certify, that the annexed Mortgagee's Sale Edgar Allen Carter was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of June, 1948; The first insertion being made the 20th day of May, 1948.

THE CAPITAL GAZETTE PRESS, INC.

By R. L. Brown,

Filed July 8, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 22, 1948

We hereby certify that the annexed Order of Nisi Eq. #9465 Edgar Allen Carter, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of July, 1948. The first insertion being made the 24th day of June, 1948.

THE CAPITAL GAZETTE PRESS, INC.

BY R. L. Brown

Filed July 22, 1948

FINAL ORDER

ORDERED BY THE COURT, This 22nd day of July, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

MARVIN I. ANDERSON,  
Judge.

Filed July 22<sup>nd</sup>, 1948.

STATEMENT OF MORTGAGE ACCOUNT

Date: June 8, 1948

Account No. VA 79

Name Edgar Allen & Ethel Carter

Property Lots 5,6, and 7, Clearview Village, Pasadena, Md.

Original Amount of Mortgage dated June 5, 1947

\$2610.00

Less-Total amount paid on account of Principal

\$ 84.32

84.32

Net Balance

\$2525.68

Total Balance Due-Account of Mortgage indebtedness

\$2525.68

Plus Costs:

Release Fee

\$6.50

Recording

2.00

Notary Public

.30

Total Balance Due

6.80

\$2532.48

Ground Rent Paid to\_\_ 19<sup>2</sup>-Fee-simple X

1948-Taxes Paid

Insurance \$2600.00 Expires June 5, 1949

The above statement is good until June 30, 1948

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By Norwood A. Wieneke,

Mortgagor's Copy

Secretary-Treasurer

Filed Aug. 3", 1948

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. August 2, 1948

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Edgar Allen Carter and Ethel

Marie Carter, his wife,

in ac.

To Attorney for Commissions, viz:

76.01

To Attorney for Court costs, viz:

Plaintiff's Solicitor's appearance fee

10.00

Clerk of Court - Court costs

18.75

Auditor - stating account and copy

10.00

38.75

To Attorney for Expenses, viz:

Capital-Gazette Press- advertising sale

21.75

Capital-Gazette Press- Order Nisi (Sale)

5.00

Capital-Gazette Press, Order Nisi (Acct).

5.00

New Amsterdam Casualty Co.-bond premium

10.80

George W. Scible - auctioneer's fee

15.00

One-half Federal revenue stamps

.83

One-half State revenue stamps

.82

Dorothy V. Burch- notary fee

.50

59.70

To United Federal Savings & Loan Ass'n. of Glen

Burnie, mortgagee- this balance on account mortgage claim

1,320.19

1,494.65

Amount of mortgage claim filed

2,525.68

Cr. Amount allowed as above

1,320.19

Balance subject to decree in personam

1,205.49

with H. Melvin Bull, Attorney named in Mortgage

Cr.

1948

June 10 Proceeds of Sale

1,475.00

Interest on deferred payment

11.05

1,486.05

Refund 1948 State and County taxes adjusted to day  
of sale

8.60

1,494.65

ORDER NISI

ORDER NISI

ORDERED, This 3rd day of August, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of September next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 4th day of September next.

John H. Hokins, 3rd, Clerk.

Filed 3 August, 1948

IN THE MATTER OF THE : IN THE CIRCUIT COURT  
MORTGAGED REAL ESTATE : FOR  
OF : ANNE ARUNDEL COUNTY  
LOUIS C. KUTSNER and :  
FLORENCE E. KUTSNER, his wife. : No. 9466 IN EQUITY

: : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith for foreclosure.

H. Melvin Bull,

Attorney named in the mortgage,  
2 E. Lexington Street,  
Baltimore - 2, Maryland.

Filed June 9", 1948

M O R T G A G E

THIS MORTGAGE, made this 3rd day of March, in the year one thousand, nine hundred and forty seven, between Louis C. Kutsner and Florence E. Kutsner, his wife, of Anne Arundel County, in the

*not completed*

State of Maryland, Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, a body corporate, duly incorporated, Mortgagee:

WHEREAS, said Mortgagors, being <sup>1</sup>members of said body corporate, have received therefrom an advance of Three thousand (\$3,000.00) Dollars, being part of the purchase money for the property hereinafter described.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent (4%) per annum in the manner following:

By the payment of Thirty (\$30.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month and the said installment payments may be applied by the Mortgagee in the following order; (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in the 3rd Election District of Anne Arundel County, in said State, and described as follows:

BEGINNING for the same at the end of the third line in a deed dated December 4th, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62, folio 498, from Joseph F. Kaiser and Barbara Kaiser, his wife, to Bernard G. Keirsey and Grace Keirsey, his wife, and running thence nearly due North in the fourth line of said conveyance for a distance of 100 feet, thence North 85 1/2 degrees West and parallel with said third line herein before referred to for a distance of 125 feet, thence South 4 1/2 degrees West for a distance of 100 feet to intersect said third line and thence with said third line South 85 1/2 degrees East 125 feet to the place of beginning.

BEING THE SAME PIECE OR PARCEL OF GROUND which by deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Bernard G. Keirsey and Grace Keirsey, his wife unto Louis C. Kutsner and Florence E. Kutsner, his wife. WITH THE USE IN COMMON WITH OTHERS OF A RIGHT OF WAY in a road on the Eastern boundary of said lot.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done; then this mortgage shall be void.



And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors, or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of four per cent (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as hereby provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay four per cent (4%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the United

Federal Savings and Loan Association of Glen Burnie.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for H. Melvin Bull, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant assign, or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$25.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Dorothy V. Peterman

Louis C. Kutsner (SEAL)

Florence E. Kutsner (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3rd day of March, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Louis C. Kutsner and Florence E. Kutsner, his wife, Mortgagors, and they acknowledged the foregoing mortgage to be their act. At the same time also appeared Robert C. Ward, President of the within named corporation,

Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Dorothy V. Peterman, Notary Public

Received for record March 7, 1947 at 9 A.M., and recorded J.H.H. No. 400, folio 176, etc.

Filed June 9, 1948.

NEW AMSTERDAM CASUALTY COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, H. Melvin Bull of 2 E. Lesington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and 00/100 (\$3,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 7th day of June in the year nineteen hundred and forty eight.

WHEREAS, the above bounden H. Melvin Bull, by virtue of the power contained in a Mortgage from Louis C. Kutsner and Florence E. Kutsner, his wife, to United Federal Savings and Loan Association of Glenburnie, bearing date the 3rd day of March, nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 400, Folio 176, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITION OF THIS OBLIGATION ARE SUCH, That if the above bounden H. Melvin Bull do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of  
Dorothy V. Burch

Attest:

M. R. Gosweiler

Assistant Secretary

Approved this 9th day of June, 1948.

H. Melvin Bull, (Seal)

NEW AMSTERDAM CASUALTY COMPANY

BY E. F. Dodson,

Vice President.

John H. Hopkins, 3rd, Clerk.

Filed June 9, 1948.

MORTGAGEE'S SALE OF IMPROVED FEE SIMPLE REAL ESTATE.

In the Third Election District of Anne Arundel County, in the State of Maryland.

By virtue of the power of sale contained in a mortgage from Louis C. Kutsner and Florence E. Kutsner, his wife, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated March 3rd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 400, folio 176, &c. (default having occurred under said mortgage), the undersigned attorney named in said mortgage will offer at public sale on the premises near the intersection of Hooper's Hole Road and County Road, near Millersville, Anne Arundel County, Maryland, on

THURSDAY, JUNE 10th, 1948, at 2:00 P.M. O'CLOCK

All that lot or parcel of ground situate and lying in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at the end of the third line in a deed dated December 4th, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S.R. No. 62, folio 498, from Joseph F. Kaiser and Barbara Kaiser, his wife, to Bernard G. Keirsey and Grace Keirsey, his wife, and running thence nearly due North in the fourth line of said conveyance for a distance of 100 feet, thence North  $85\frac{1}{2}$  degrees West and parallel with said third line hereinbefore referred to for a distance of 125 feet, thence South  $4\frac{1}{2}$  degrees West for a distance of 100 feet to intersect said third line and thence with said third line South  $85\frac{1}{2}$  degrees East 125 feet to the place of beginning. WITH THE USE IN COMMON WITH OTHERS OF A RIGHT OF WAY IN a road on the Eastern boundary of said lot.

Improved by a frame bungalow, composition roof, containing five rooms.

TERMS OF SALE: A deposit of \$150.00 will be required of the purchaser on the day of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon ratification of the sale.

Taxes to be adjusted as of the day of sale.

H. MELVIN BULL

Attorney at Law  
2 E. Lexington Street  
Baltimore, 2<sup>nd</sup> Maryland.

Attorney named in the Mortgage Ju-3

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 8, 1948

We hereby certify, that the annexed ~~MORTGAGEE'S SALE~~ -LOUIS C. KUTSNER WAS PUBLISHED in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of June, 1948. The first insertion being made the 20th day of May, 1948.

THE CAPITAL GAZETTE PRESS, INC.,

By R. L. Brown

Filed July 8, 1948.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of H. Melvin Bull, Attorney named in the Mortgage filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Attorney did, pursuant to said notice on June 10th, 1948, at 2:00 P.M., o'clock, attend on the premises, and then and there sold the property described in said mortgage unto James E. Daniels and Clara E. Daniels, his wife, at and for the sum of One Thousand, seven hundred dollars, (\$1,700.00) the best price obtainable.

Respectfully submitted,

H. Melvin Bull,

Attorney named in the Mortgage.

Filed June 16", 1948.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 15th day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared H. Melvin Bull, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and that said sale was fairly made.

AS WITNESS MY HAND AND Notarial Seal.

(Notarial Seal)

Dorothy V. Burch, Notary Public

Filed June 16, 1948.

ORDER NISI

ORDERED, this 16" day of June, 1948, That the sale of the property mentioned in these proceedings made and reported by H. Melvin Bull, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17" day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17" day of July next.

The report states that the amount of sale to be \$1,700.00

John H. Hopkins, 3rd, Clerk

Filed July 22, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 22, 1948.

We hereby certify, that the annexed ORDER NISI # Eq. 9466 - LOUIS C. KUTSNER was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of July, 1948. The first insertion being made the 24th day of June, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

Filed 22 July, 1948.

FINAL ORDER

ORDERED BY THE COURT, This 22nd day of July, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson ,

Judge

Filed 22 July, 1948

STATEMENT OF MORTGAGE ACCOUNT.

Date: June 8, 1948

Account No. VA 54

Name Louis C. & Florence E. Kutsner

Property Millersville, Md.

Original Amount of Mortgage dated March 3, 1947

\$3000.00

Less - Total amount paid on account of Principal

\$122.75

Less - Credit Expense Account

.00

122.75

Net Balance

\$2877.25

Plus Interest to June, 1948

28.72

Total Balance Due-Account of Mortgage Indebtedness

\$2905.97

## Plus Costs:

Release Fee	\$ 6.50	
Recording	2.00	
Notary Public	<u>.30</u>	\$ 8.80

Total Balance Due		<u>\$ 2914.77</u>
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1948 Taxes Paid

Insurance \$3000.00 Expires March 3, 1949

The above statement is good until June 30, 1948

Settlement through office of

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

Mortgagor's Copy

By Norwood A. Wieneke,

Secretary -Treasurer.

Filed August 3, 1948

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. August 2, 1948

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Louis C. Kutsner and Florence E. Kutsner, his wife, in ac.

To Attorney for Fee, viz:	25.00	
To Attorney for Commissions, Viz:	<u>83.85</u>	108.85
To Attorney for Court costs, viz:		

Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating account and copy	<u>10.00</u>	38.75

To Attorney for Expenses, viz:

Capital-Gazette Press - advertising sale	24.75	
Capital-Gazette Press - Order Nisi on sale	5.00	
Capital-Gazette Press - Order Nisi (Acct).	5.00	
New Amsterdam Casualty Co.-bond premium	12.00	
George W. Scible - auctioneer's fee	15.00	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	.93	
Dorothy V. Burch - notary fees	<u>.50</u>	64.28

To United Federal Savings &amp; Loan Ass'n of Glen Burnie,

Mortgagee-this balance on account mortgage claim		<u>1,507.25</u>
--	--	-----------------

1,719.13

Amount of mortgage claim filed	2,905.97
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Cr. Amount allowed as above	<u>1,507.25</u>
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Balance subject to decree in personam	1,398.72
---------------------------------------	----------

With H. Melvin Bull, Attorney named in Mortgage

Cr.

1948

June 10 Proceeds of Sale

1,700.00

Interest on deferred payment

10.09

1,710.09

Refund 1948 taxes-adjusted to day of sale

9.041,719.13

Filed August 3, 1948

ORDER NISI

ORDERED, This 3rd day of August, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of September, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three weeks before the 4th day of September next.

John H. Hopkins, 3rd, Clerk.

Filed 3 August, 1948

not completed

IN THE MATTER

:

No. 9189 EQUITY

OF

:

IN THE CIRCUIT COURT

JOHN C. TALBOTT,

:

FOR

An Incompetent.

:

ANNE ARUNDEL COUNTY.

: : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Leslie Oleta Talbott, wife of John C. Talbott, respectfully represents unto Your Honors:

1. That John C. Talbott, her husband, is now and has been for a considerable period of time of unsound mind and a lunatic; that he is now confined in the Spring Grove State Hospital, Catonsville, Maryland, having been committed to that institution on or about March 12, 1945, by Dr. Thomas White and Dr. Lewis B. Hill; that he is not capable of the government of himself or the management of his estate; and your petitioner files herewith the affidavits of two physicians deposing to the insanity of the said John C. Talbott.

2. That your petitioner and the said John C. Talbott acquired title as tenants by the entireties to a certain parcel of land known as Lot No. 54, Section One, Marley Manor, with improvements known as 1 Manor Road, Glen Burnie, Maryland, by deed dated January 22, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 253, folio 291.

3. That your petitioner is advised, believes and therefore avers that a fair and reasonable sum can be realized upon the sale of the aforementioned property because of current conditions in the real estate market and that inasmuch as the duration of her husband's illness is indefinite, she has decided to offer the same for sale and dispose of said property at the best possible price.

4. That before any sale can be consummated and good title conveyed to the purchaser, it is necessary that the said John C. Talbott be legally adjudicated non compos mentis and a committee or trustee appointed to act for him who will be authorized to transfer all of his right, title and interest in said property to the purchaser thereof.

WHEREFORE, YOUR PETITIONER Prays this Honorable Court:

(a) That a commission may be issued to the Sheriff of Anne Arundel County to inquire into the lunacy of the said John C. Talbott.

(b) That a committee or trustee be appointed to manage the person and estate of the said John C. Talbott.

(c) That at the proper time, the said committee or trustee may be authorized to sell and transfer to a purchaser of the aforementioned property, all of the right, title and interest of the said John C. Talbott in and to said property.

(d) And for such other and further relief as her case may require.

And as in duty bound, etc.,

Leslie Oleta Talbott

Petitioner

Noah A. Hillman

Solicitor for Petitioner

STATE OF FLORIDA, COUNTY OF HILLSBOROUGH, ss:

I hereby certify that on this 27th day of January, 1947, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Leslie Oleta Talbott and made oath in due form of law that the matters and facts set forth in the foregoing petition are true and correct to the best of her information, knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Alejandro De Castro

Notary Public State of Florida at Large

My Commission expires Nov. 18, 1947

Filed Feb. 3rd, 1947

ORDER OF COURT

UPON the foregoing Petition and Affidavit it is this 13th day of February, 1947, ORDERED BY THE Circuit Court for Anne Arundel County, sitting in Equity, that the said John C. Talbott, alleged incompetent, be summoned within 10 days from the date of this order, and a copy of the



summons, petition and order shall be left with the person with whom the alleged incompetent resides; and It is further ORDERED that the petition be and it is hereby set for hearing on the 7 day of March, 1947, at 10.00 o'clock A.M. and the said John C. Talbott, alleged incompetent, be and he is hereby allowed to file an appearance and answer at any time before or after decree.

WILLIAM J. McWILLIAMS,

Judge.

Filed 13 February, 1947

EXHIBIT I.

STATE OF MARYLAND, County of Baltimore, to wit:

I Hereby Certify, that on this 20th day of January, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Isadore Tuerk, M.D., who made oath in due form of law that he is and has been for the past 8 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that JOHN C. TALBOTT was admitted as a patient in said hospital on the 12 day of March, 1945, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said John C. Talbott from time to time and particularly within the past 5 days prior to the execution of this affidavit; that from the opportunity afforded him of observing the said John C. Talbott, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property and affairs or to execute a valid deed or contract; that the cause of such mental disability is Unknown; that the nature of such mental disability is Schizophrenia, Paranoid type manifested by ideas of persecution, auditory hallucinations accusatory and threatening voice, odd behavior and confusion, and that the extent and probable duration of the incompetency of said John C. Talbott is total for the exercise of normal judgment and reason in the management of his personal and business affairs, and will continue for an indefinite period of years; he is further of the opinion that it would be seriously detrimental to the said John C. Talbott both physically and mentally to require him to appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate.

Isadore Tuerk, M. D.

Affiant

Sworn to before me this 20th day of January, 1947.

(Notarial Seal)

B. Compton Graham, Notary Public

My Commission expires May 5th, 1947.

EXHIBIT 2.

STATE OF MARYLAND, County of Baltimore, to wit:

I hereby Certify, that on this 17th day of January, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Silas Weltmer M.D., who made oath in due form of law that he is and has been for the past 15 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that JOHN C. TALBOTT was admitted as a patient in said Hospital on the 12th day of March, 1945, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said John C. Talbott from time to time and particularly within the past 5 days prior to the execution of this affidavit; that from the opportunity afforded him of observing the said John C. Talbott, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property and

affairs or to execute a valid deed or contract; that the cause of such mental disability is Unknown, that the nature of such mental disability is Schizophrenia, paranoid form characterized by active delusions of persecution- hallucinations and confusion; and that the extent and probable duration of the incompetency of said John C. Talbott is total for the exercise normal reason and judgment in the management of his business and personal affairs- which condition will in my opinion continue for several months, probably, for two or more years; he is further of the opinion that it would be seriously detrimental to the said John C. Talbott both physically and mentally to require him to appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate.

Silas W. Weltmer, M. D. Affiant

Sworn to before me this 17th day of January, 1947.

(Notarial Seal)

B. Compton Graham, Notary Public

My Commission expires May 5, 1947

Filed Feb. 3, 1947

WRIT DE LUNATICO INQUIRENDO

MARYLAND, SCT.

THE STATE OF MARYLAND,

To Joseph W. Alton, Sheriff of Anne Arundel County, Greeting:

BECAUSE WE HAVE RECEIVED INFORMATION THAT John C. Talbott, an incompetent of said county, now is and for some time past has been so far deprived of his reason and understanding that he is unfit and unable to govern himself, or manage his affairs to his own great detriment and our manifest prejudice, and we being willing to take care for the indemnity of the said John C. Talbott, in his behalf COMMAND YOU, that you diligently inquire by the Oaths of twelve honest and lawful men of your Baliwick, by whom the truth of the matter may be better known, whether the said John C. Talbott be so far deprived of his understanding that he is altogether unfit and unable to govern himself or to manage his affairs as before stated or not, and if he be, then from what time and how long, and in what manner; and if he enjoys lucid intervals, and when the said John C. Talbott being in such condition aliened any lands or tenements? and if so, then what lands and what tenements and where and when? and to whom or what persons, and in whose hands or what persons' hands the lands and tenements so aliened are? and how and in what manner and what lands and what tenements yet remain and of whom; or what persons, as well as the lands and tenements so aliened, as the lands and tenements so retained to himself are holden; and by what persons and how, and in what manner, and how much they are worth by the year in all issues; and who is next of kin and of what age?

And the Inquisition hereby distinctly and plainly made send to the Judges of the Circuit Court for Anne Arundel County, under your hands and seals, and the hands and seals of those by whom the said inquisition is made and taken.

WITNESS the Honorable James E. Boylan, Jr., Chief Judge of the Circuit Court for Anne Arundel County, the 6th day of January A.D. 1947. Issued the 13th day of February, A.D. 1947.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Inquisition held 3/7/47 and returned herewith,

Joseph W. Alton, Sheriff, A.A. Co.

Filed March 8, 1947.

INQUISITION

THIS INQUISITION, taken this 7th day of March, 1947, at the Court House in the City of Annapolis, Maryland, before Joseph W. Alton, Sheriff of Anne Arundel County, in virtue of the

writ de lunatico inquirendo to him directed, executed out of the Circuit Court for Anne Arundel County, upon the oaths of Jordan Dorsey, Louis Braun, Fred Schoen, Charles Sherman, Harry Price Clinton Jones, J. Dell Bowen, Samuel Hardesty, Harry Feldmeyer, John Arnold, John A. Fox and Ernest Leipe, good and lawful men of the County aforesaid, who, being sworn and charged upon their oaths to inquire into the question of the lunacy vel non of John C. Talbott, WITNESSETH:

THAT the said Jurors aforesaid do find that the said John C. Talbott in the writ named is of unsound mind and a lunatic without lucid intervals so that he is not capable of governing himself or managing his estate, and that he has been in such state of mind for some time past; but how he became so, the Jurors aforesaid cannot say unless by the visitation of God.

AND the Jurors aforesaid do also find that the said John C. Talbott is seized and possessed of a certain lot of land, improved by a dwelling, at No. 1 Manor Road, Glenburnie, Maryland which he holds with his wife, Leslie Oleta Talbott, as tenants by the entireties; nor do they find that he hath, when in such unsound state of mind, alienated any part thereof.

AND the Jurors aforesaid do also find that the nearest of kin to the said John C. Talbott is Leslie Oleta Talbott, his wife.

IN WITNESS WHEREOF, as well the Jurors aforesaid, as the said Joseph W. Alton, Sheriff, have hereunto subscribed their names and affixed their seals the day and year first therein mentioned.

T. Jordan Dorsey	(SEAL)	Samuel Hardesty	(SEAL)
Louis J. Braun	(SEAL)	Harry E. Feldmeyer	(SEAL)
Fred Schoen	(SEAL)	John Arnold	(SEAL)
Charles Sherman	(SEAL)	John A. Fox	(SEAL)
Harry S. Price	(SEAL)	Ernest Leipe	(SEAL)
J. Dell Bowen	(SEAL)	Jo W. Alton,	(SEAL)
Charles C. Jones	(SEAL)	Sheriff of Anne Arundel County	

Filed March 8, 1947

ORDER CONFIRMING RETURN OF INQUISITION AND APPOINTING COMMITTEE

The return of the inquisition taken by the Sheriff in the above case having been submitted for confirmation, and said return and the other proceedings having been read and considered.

It is thereupon, this first day of April, 1947, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED and ORDERED that the said inquisition be, and it is hereby, confirmed.

And it is further ordered that Noah A. Hillman be, and he is hereby, appointed committee of the person and estate of the said John C. Talbott, with full power and authority to take charge of and manage the property, and to assume the control of the person of the said John C. Talbott, under direction of this Court; but before the said Noah A. Hillman shall proceed to act as such committee, he shall give bond to the State of Maryland, with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as such committee.

William J. McWilliams,

Judge.

Filed 1 April, 1947.

PETITION TO SELL REAL ESTATE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Leslie Oleta Talbott and Noah A. Hillman, Trustee, respectfully shows:

1. That your Petitioner, Leslie Oleta Talbott, is the wife of the incompetent, John C. Talbott, and that Noah A. Hillman, your Petitioner, was appointed Trustee in these proceedings on the 1st day of April, 1947.

2. That in the opinion of both Petitioners, it is to the advantage of the said incompetent and his wife, your Petitioner, to sell the real estate owned by them as tenants by the entireties, comprising a lot of ground and dwelling known as No. 1 Manor Road, Glen Burnie, Maryland.

3. That your Petitioner, Leslie Oleta Talbott, is ill and in need of funds; the property does not produce income sufficient to carry the mortgage on it and the repairs and other expenses.

WHEREFORE, your Petitioners pray the Court to order a sale of the property aforesaid and such division of the proceeds as the Court may find proper.

And, as in duty bound, etc.

Leslie Oleta Talbott

Wife of Incompetent

Noah A. Hillman, Trustee.

STATE OF FLORIDA, County of HILLSBOROUGH, to wit:

I hereby certify, that on this 19th day of April, 1947, before me, the subscriber, a Notary Public of the State of Florida, in and for the State at Large aforesaid, personally appeared Leslie Oleta Talbott, and she made oath in due form of law that the matters and facts alleged are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

My Commission Expires\_\_

Alejandro De Castro,

Notary Public State of Florida at Large,

My Commission Expires Nov. 18, 1947

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 28 day of May, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Trustee, and he made oath in due form of law that the matters and facts alleged are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Lillian M. Fine, Notary Public.

Filed August 8, 1947.

DECREE.

The Petition of Leslie Oleta Talbott, wife of John C. Talbott, and Noah A. Hillman, Trustee, and all proceedings in this cause having been by the Court read and considered, it is thereupon, this 12 day of August, 1947 by the Circuit Court of Anne Arundel County, in Equity,

Adjudged, Ordered and Decreed that the real estate owned by John C. Talbott and Leslie Oleta Talbott, his wife, No. 1 Manor Road, Glen Burnie, Maryland, be sold.

It is further Adjudged and Decreed that Noah A. Hillman, Trustee, proceed to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of \$5,000, conditioned for the faithful performance of the trust reposed in him; and he shall proceed to make the said sale, for cash, as follows:

A deposit of \$500.00 shall be paid at the time of sale, the balance to be paid in cash on the final ratification of such sale by this Court, deferred payment not to bear interest unless delay in ratification is caused by wrongful act on the part of the purchaser.

And as soon as may be convenient after the said sale, the Trustee shall return to this Court

a full and particular account of said sale, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on ratification of such sale by this Court, and upon the payment of the whole purchase money (and not before) the Trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser of said property, free, clear and discharged of all claims of the parties to this cause, and of any person claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from such sale, to be disposed of under the direction of this Court, after deducting therefrom the costs and such commission to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

William J. McWilliams,  
Judge.

Filed 12 August, 1947.

GREAT AMERICAN INDEMNITY COMPANY, NEW YORK BOND NO. 408756

KNOW ALL MEN BY THESE PRESENTS: that Noah A. Hillman, of Annapolis, Anne Arundel County, Maryland, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7 day of October, in the year nineteen hundred and forty-seven.

WHEREAS, the above bounden Noah A. Hillman by virtue of a decree of the Circuit Court of Anne Arundel County, Maryland, having been appointed trustee to sell certain real estate in connection with the case of John C. Talbot, an incompetent, described as #1 Manor Road, Glen Burnie, Anne Arundel County, Maryland;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Noah A. Hillman does and shall well and faithfully perform the trust reposed in him by the said decree or that which may be reposed in him by any future decree or order in the premises then the above obligation will be void; otherwise, to be and remain in full force and virtue in law.

Signed, sealed and delivered

Noah A. Hillman (SEAL)

in the presence of:

GREAT AMERICAN INDEMNITY COMPANY

Lillian M. Fine (CORPORATE SEAL)

By F. D. Sears (SEAL)

Helen Taylor.

ATTORNEY-IN-FACT

Approved Oct. 15", 1947

John H. Hopkins, 3rd, Clerk.

Filed October 15, 1947

Noah A. Hillman, Trustee,

Annapolis, Maryland.

TRUSTEE'S SALE

Of valuable fee simple residential property.

Situate in the Fifth Election District of Anne Arundel County, at Glen Burnie, known as No. 1 Manor Road.

The undersigned Trustee, under and by virtue of a decree of the Circuit Court for Ane Arundel

County in Equity, dated the 12th day of August, 1947, being No. 9189 Equity, will sell at public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, October 28, 1947, at 10:30 o'clock A.M.

The following described property: All that lot or parcel of ground and premises known as No. 1 Manor Road, which is also known as Lot No. 54 as shown on the "Plat of Lots 42 to 67, inclusive, Section 1, Marley Manor";

Being the same property which was conveyed to John C. Talbott and Leslie Talbott, his wife, by deed dated January 22, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 253, folio 291 from Marley Manor, Incorporated.

Said lot being improved by a one story frame, asbestos shingle dwelling, with five rooms and bath, electricity, gas, and a hot air re-circulating system, oil burner.

TERMS of sale: A deposit of \$500.00 will be required of the purchaser at time of sale. The balance of the purchase money to be paid in cash on the final ratification of sale; deferred payment not to bear interest unless delay in ratification is by wrongful act of the purchaser. All expenses and taxes to be adjusted to the day of sale.

For further particulars, apply to Noah A. Hillman, Trustee.

Noah A. Hillman, Trustee,  
Annapolis, Maryland.

\_\_bert H. Campbell, Auctioneer.

Q-23

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 30, 1947

We hereby certify, that the annexed Trustee's Sale- John C. Talbot\_ was published in MARYLAND GAZETTEa newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of October, 1947. The first insertion being made the 2nd day of October, 1947.

THE CAPITAL GAZETTE PRESS, INC.,  
By Shirley McDonald

Filed Oct. 31, 1947

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Noah A. Hillman, Trustee appointed by the Court in these proceedings, and authorized to make sale of the property therein mentioned, respectfully shows:

That under and by virtue of the decree dated August 12, 1947 authorizing sale in this case and after having given due notice of the time, place, manner and terms of sale by advertising in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday, October 28, 1947, at 10:30 a.m., and then and there in the presence of a number of persons did proceed to sell at public same the property mentioned in these proceedings, to wit:

All that lot of ground, situate, lying and being in the Fifth Election District of Anne Arundel County, No. 1, Manor Road, being Lot No. 54 as shown on the "Plat of Lots 42 to 67 inclusive, Section 1, Marley Manor", which lot of ground and premises was conveyed to John C. Talbott and wife by deed dated January 22, 1942 from Marley Manor, Incorporated, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 253, folio 291, and therein more fully described; and did sell the same to Frank Fred Wilks and Hildread Virginia Wilks, his wife, at and for the sum of Six Thousand Dollars (\$6,000.00), they being at that price then and there the highest bidder

therefor; the said purchasers have paid the deposit of Five Hundred Dollars (\$500.00) and agree to comply with the terms of sale. Said agreement of the purchasers and the certificate of the auctioneer are filed with this Report of Sale.

All of which is respectfully submitted.

Noah A Hillman, Trustee

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 30 day of October, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Trustee, who made oath in due form of law that the matters and facts set forth in the above Report of Sale are true as therein set forth and that the said sale was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Lillian M. Fine, Notary Public

NOAH A. HILLMAN, Trustee, Annapolis, Maryland.

#### TRUSTEE'S SALE

#### OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY:

Situate in the Fifth Election District of Anne Arundel County, at Glen Burnie, known as No. 1 Manor Road.

The undersigned Trustee, under and by virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, dated the 12th day of August, 1947, being No. 9189 Equity, will sell at public auction at the Court House door, in the City of Annapolis, Maryland, on TUES. OCT. 28, 1947, at 10:30 o'clock, a.m.,

The following described property: All that lot or parcel of ground and premises known as No. 1 Manor Road, which is also known as Lot No. 54 as shown on the "Plat of Lots 42 to 67, inclusive, Section 1, Marley Manor."

BEING the same property which was conveyed to John C. Talbott and Leslie Talbott, his wife, by deed dated January 22, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 253, folio 291 from Marley Manor, Incorporated.

Said lot being improved by a one story frame, asbestos shingle dwelling, with five rooms and a bath, electricity, gas, and a hot air re-circulating system, oil burner.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser at time of sale. The balance of the purchase money to be paid in cash on the final ratification of sale, deferred payment not to bear interest unless delay in ratification is by wrongful act of the purchaser. All expenses and taxes to be adjusted to the day of sale.

For further particulars, apply to Noah A. Hillman, Trustee.

Robert H. Campbell, Auctioneer

NOAH A. HILLMAN, Trustee

Annapolis, Maryland.

Filed October 31, 1947

We hereby certify that we purchased the property shown on the reverse side, being the highest bidders therefor, on October 28, 1947, at and for the sum of Six Thousand Dollars, and hereby agree to abide by the terms of said sale.

Witness our hands and seals this 28th day of October, 1947.

Witness:

Frank Fred Wilks (SEAL)

Lillian M. Fine.

Hildread Virginia Wilks, (SEAL)

AUCTIONEER'S CERTIFICATE.

I hereby certify that I did sell the property described in the within Hand Bill to Frank Fred Wilks and Hildread Virginia Wilks, his wife, at Public Sale, at and for the sum of Six thousand dollars (\$6,000.00), they being the highest bidders therefor.

Witness my hand and seal, this 28th day of October, 1947

Witness:

Rob't H. Campbell

(SEAL)

Lillian M. Fine

Auctioneer

Filed 31 October, 1947

ORDER NISI

ORDERED, this 31st day of October, 1947, That the sale of the property mentioned in these proceedings made and reported by Noah A. Hillman, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of December next.

The report states that the amount of sale to be \$6000.00.

John H. Hopkins, 3rd, Clerk

Filed October 31, 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 8, 1947.

We hereby certify, that the annexed Order Nisi John C. Talbott was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of December, 1947. The first insertion being made the 6th day of November, 1947.

THE CAPITAL GAZETTE PRESS, INC.

By Shirley McDonald.

Filed January 16, 1948.

FINAL ORDER

ORDERED BY THE COURT, This 20 day of January, 1948, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A.J.

Filed 20 January, 1948.

MORTGAGE CLAIM

THE MOSS-ROUSE COMPANY MORTGAGES

CG-33604

October 31, 1947.

To Mr. & Mrs. John C. Talbott,  
Tenants- Mr. & Mrs. Frank F. Wilks

c/o Noah A. Hillman, Attorney,

Maryland Hotel Bldg., Annapolis, Md.

Date	Item	Amount	Total
	PROPERTY: 1 Manor Rd.		
	Principal balance	3,010.36	
	Interest 10/1/47 - 11/30/47	22.58	
	FHA Prepayment charge	35.00	
	Attorney's fee- release	10.00	



	3,077.94	
Less credit balance in expense account	<u>75.65</u>	
	3,002.29	
Collection fees (5% of \$35.00 rent or 1.75 per month)		
from June '45 to Oct. '47 (29mos.)	50.75	
10% charge for supervision of all repairs made from		
June '45 to Oct. '47	21.03	
Due Moss-Rouse for advances made for repairs	<u>64.83</u>	
	3,138.90	\$3,138.90

This statement applies only if loan is paid on or before 11/30/47.

This is to certify that I the undersigned have made examination of the mortgage loan account of John C. Talbott as of October 31, 1947 and that the statement appearing hereon is a true and accurate reflection of the account with accruals.

Hunter Moss

Subscribed and sworn to before me this 20th day of November, 1947.

(Notarial Seal)

Lillian M. Fine, Notary Public

Filed Nov. 21", 1947

PETITION TO DIVIDE PROCEEDS BETWEEN WIFE AND INCOMPETENT.

Mr. Clerk:

Please file,

Noah A. Hillman, Trustee.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Trustee, respectfully shows:

1. That he has sold the property mentioned in these proceedings for the sum of \$6,000.00, and is about to state an account for the Court Auditor.
  2. That there was a mortgage executed by Mr. and Mrs. Talbott and your Petitioner paid the balance of the debt \$3,102.74 and he paid other costs and expenses all of which will appear in the aforesaid account.
  3. That after deducting the aforesaid mortgage debt and other deductions allowed by law there will be approximately \$2,400.00 in your Petitioner's hands for distribution to Mr. and Mrs. Talbott but inasmuch as one of the spouses has been legally adjudicated an incompetent, your Petitioner cannot pay the balance to the two of them.
  4. That this Court has jurisdiction under the provisions of Section 127 A-Article 16, Annotated Code of Maryland (ch. 438, Acts 1945) to order such division of the proceeds of sale between Mrs. Talbott and your Petitioner as Trustee for Mr. Talbott as to the Court may seem proper.
  5. Your Petitioner believes that an equal division of the proceeds would be fair and reasonable.
- WHEREFORE, your Petitioner prays the Court to authorize and direct the Court Auditor when stating the Account, to divide the net proceeds equally between Leslie Oleta Talbott and Noah A. Hillman, Trustee for John C. Talbott.

AND, as in duty bound, etc.

Noah A. Hillman, Trustee.

STATE OF MARYLAND, Anne Arundel County, to-wit:

I Hereby Certify that on this 15 day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing

Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Lillian M. Fine, Notary Public.

Filed June 15, 1948.

ORDER OF COURT.

ORDERED, this 17th day of June, 1948, by the Circuit Court for Anne Arundel County, in Equity, that the Court Auditor when stating the Account audit the net proceeds to Noah A. Hillman Trustee, subject to the further of the Court.

Marvin I. Anderson,

Judge.

Filed 17 June, 1948

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he examined the proceedings in the above entitled cause, and from them he has stated the within account. July 17, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of John C. Talbott, an Incompetent

in ac.

To Trustee for Commissions, viz:	210.00	
To Trustee for Fee (Order 6/14/48) viz:	<u>100.00</u>	310.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Clarence E. Deitz- Sheriff's cost	1.80	
Jos.W. Alton-Sheriff's costs in connection with inquisition	59.40	
Auditor - stating this account	<u>13.50</u>	103.45
To Trustee for Expenses, viz:		
Capital-Gazette Press-advertising sale	18.00	
Capital-Gazette Press -handbills & tax	10.71	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press - Order Nisi (Acct.)	5.00	
Great American Indemnity Co.- bond	20.00	
Robert C. Campbell - auctioneer's fee	20.00	
Dr. Silas Weltmer-professional services in connection with inquisition	25.00	
Dr. Silas Weltmer-- certificate	5.00	
Dr. Isadore Tuerke - certificate	5.00	
One-half Federal Revenue stamps	3.30	
Onehalf State revenue stamps	3.30	
Lillian M. Fine, Notary fees	1.50	
B. Compton Graham - notary fee	<u>.50</u>	122.81
To Trustee for Taxes, viz:		
1947 State and County taxes (adjusted)		5.90
To Trustee for liens, viz:		

Connecticut General Life Insurance Co., Mortgagee- in		
full for balance due on mortgage, interest to 2/29/48	3,102.74	
Clerk of Court - recording release	<u>.75</u>	3,103.49
To Noah A. Hillman, Trustee- this balance, subject to		
further order of Court, as per Court's Order of 6/17/48		<u>2,354.35</u>
		<u>6,000.00</u>
with Noah A. Hillman, Trustee		Cr.
1947		
Oct. 28 Proceeds of Sale		<u>6,000.00</u>
		<u>6,000.00</u>

Filed July 19, 1948

ORDER NISI

ORDERED, This 19" day of July, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21" day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21" day of August next.

John H. Hopkins, 3rd, Clerk.

Filed 19 July, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 26, 1948

We hereby certify, that the annexed Order Nisi, Eq. #9189 JOHN C. TALBOTH was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of August, 1948. The first insertion being made the 5th day of August, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

Filed August 28, 1948.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 30th day of August, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Marvin I. Anderson,

Judge.

Filed 8/30/48

ORDER OF COURT

While the deed by which John C. Talbott and his wife acquired title to the property is not among these proceedings, the report of sale shows they acquired the property prior to the passage of Chapter 438 of the Acts of 1945. That Act cannot alter rights or estates which have already become vested. Swan vs Kemp, 97 Md. 686. An estate by the entirety, in Maryland, is based on the fiction of the unity of the husband and wife who take the estate by the entirety per tout et non per my (Foland v. Hoffman, 186 Md. 423, 427-8). Each of the SPOUSES become seized and possessed

of the entire estate upon the execution of the deed by which they acquired the property and their interests cannot be altered by any subsequent legislative enactment. 18 C.J.S., 792.

It is therefore, this thirty-first day of August, 1948, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ORDERED that Noah A. Hillman, Trustee, be, and he is hereby, authorized, empowered and directed to invest the sum of \$2,343.35 remaining in his hands, as shown by the Auditor's Account filed herein and finally ratified, and to pay one-half of the net income therefrom to each of the tenants by the entireties until the death of one of them, and to pay the corpus thereof to the survivor.

Marvin I. Anderson,

Judge.

Filed 31 August, 1948.

PETITION FOR REDUCTION OF BOND.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Trustee, respectfully shows:

1. That the bond which he filed in this Court was originally in the penalty of \$5,000.00; but he has sold the property mentioned in the proceedings.
2. That your Petitioner has on hand the amount of \$2,343.35 and no other moneys or property.

WHEREFORE, your Petitioner prays the Court to permit him to file a bond in the amount of \$2,500.00 or, in the alternative, to have the existing bond reduced in account to the sum of \$2,500.00.

AND, as in duty bound, etc.

Noah A. Hillman, Trustee.

Filed Sept. 30", 1948

ORDER OF COURT.

Ordered, this 4th day of October, 1948, by the Circuit Court for Anne Arundel County, in Equity, that Noah A. Hillman, Trustee, be and is authorized to substitute a bond in penalty of \$2,500.00 for the \$5,000.00 bond now in effect or, in the alternative, to have the existing bond decreased to the amount of \$2,500.00.

Jas. E. Boylan, Jr.,

Filed 4 October, 1948.

Judge.

PETITION FOR ALLOWANCE OF FEE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Trustee in the above entitled case, respectfully shows:

1. That he has made sale of the property mentioned in these proceedings and the sale has been ratified.
2. That he is now able to state an account for the Court Auditor.
3. That the amount of the sale being for \$6,000.00, your Petitioner is entitled to the sum of \$210.00 as commissions under the Rules of Court.
4. That this case requires the time and efforts of your Petitioner prior to making the aforesaid sale which, your Petitioner respectfully believes, entitles him to compensation in addition to the commissions.
5. That the wife of the incompetent, who resides in Florida, did not even know where the incompetent was, and your Petitioner had to locate him; that your Petitioner prepared all of the necessary papers such as Petition for Adjudication, the inquisition form, return of inquisition etc., arranged for hearing, and attended the hearing before the Sheriff's jury.

6. That your Petitioner believes a fee of \$100.00, while it is not sufficient compensation for the services he rendered to both the wife and the husband in these proceedings, had he not been made Trustee, is under the circumstances a fair sum in combination with the commissions aforesaid.

WHEREFORE, your Petitioner prays the Court to direct the Court Auditor to allow him a fee of \$100.00 over and above the commissions allowed by law, subject to usual exceptions.

AND, as in duty bound, etc.

Noah A. Hillman, Trustee,  
Petitioner.

STATE OF MARYLAND, Anne Arundel County:

I hereby certify that on this 11th day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

(Notarial Seal)

Lillian M. Fine, Notary Public

We, the undersigned, Members of the Bar of Anne Arundel County believe a fee of \$100.00, as prayed, is fair and reasonable.

George B. Woelfel

Louis M. Strauss

Filed June 14, 1948.

ORDER OF COURT

ORDERED. this 14th day of June, 1948, by the Circuit Court for Anne Arundel County, in Equity, that Noah A. Hillman, Trustee, be and is allowed the sum of \$100.00 as compensation for services rendered in the above titled case, in addition to the usual commissions; subject to exceptions allowed by law. WJ

MARVIN I. ANDERSON,  
Judge.

Filed 14 June, 1948.

CHARLES W. JONES	:	No. 416 EQUITY
	:	IN THE CIRCUIT COURT
VS	:	FOR
DAVID W. CASKEY	:	ANNE ARUNDEL COUNTY

: : : : : :

EXHIBIT ° ° ° MORTGAGE

THIS MORTGAGE, Made this tenth day of May, in the year one thousand eight hundred and seventy-three, by David W. Caskey and Mary M. Caskey, his wife, of Baltimore County, in the State of Maryland. WJ

WHEREAS, the said Caskey is indebted unto Charles W. Jones of Baltimore City in the State of Maryland, in the full sum of Six thousand dollars as evidenced by the promissory note of said Caskey for said sum of Six thousand dollars, bearing even date herewith and payable one year after date, to secure the payment of which note this mortgage is made.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said David W. Caskey and Mary M. Caskey, his wife, do grant unto the said Charles W. Jones his heirs and assigns in fee simple

ALL those tracts or parcels of Land situate and lying in Anne Arundel County in the State of Maryland together known as the "Sanders Farm" and designed as "Lot No. 2" in the Sale plat filed in the Circuit Court for Anne Arundel County in the case of Sarah B. F. Mayo vs Thomas H. Gaither and others, containing Two hundred and seventy five acres of Land more or less - Which lands were sold by Thomas H. Gaither, Trustee appointed by the decree of said Court in the above entitled cause to the said David W. Caskey and were conveyed to him to him by Deed bearing date of the Seventh day of April Eighteen hundred and seventy three and duly recorded among the Land Records of Anne Arundel county.

TOGETHER with the buildings and improvements thereupon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in any wise appertaining.

PROVIDED, that if the said David W. Caskey his heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said Charles W. Jones his personal representatives and assigns the aforesaid Sum of Six thousand dollars when the same shall become due and payable as limited in said promissory note. and shall perform all the covenants herein on his ~~part~~ and their part to be performed, then this Mortgage shall be void.

AND it is agreed, that, until default be made in the premises, the said David W. Caskey may possess the aforesaid property, upon paying, in the meantime, all taxes on said hereby mortgaged property, and on the mortgage debt hereby intended to be secured: which taxes and mortgage debt the said David W. Caskey hereby covenants to pay when legally demandable.

BUT in case of any default being made in payment of any part of the mortgage debt, principal or interest, or in any covenant of this Mortgage, then these presents are hereby declared to be made In Trust and the said Charles W. Jones his heirs, executors, administrators and assigns, or James France, his or their duly constituted Attorney or Agent, are hereby authorized and empowered, to sell all the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, or to his, her, or their heirs or assigns; which sale shall be made in the following manner; by giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Anne Arundel County; and the proceeds arising from such sale, to apply, first; to the payment of all expenses incident to such sale; secondly, to the payment of all moneys owing hereunder, whether the same shall have then matured or not, and, as to the balance, to pay it over to the said David W. Caskey, his heirs or assigns.

WITNESS their hands and seals.

TEST:

Geo. A. Hemmick

D. W. Caskey (SEAL)

Mary M. Caskey (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this tenth day of May in the year one thousand eight hundred and seventy-three, before me, a Justice of the Peace of the State of Maryland, in and for Baltimore City aforesaid, personally appeared David W. Caskey and Mary M. Caskey, his wife, and severally acknowledged the foregoing Mortgage to to be their respective act; and now, at the same time, before me, personally appeared also Charles W. Jones the within named Mortgagee and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide, as therein set forth.

Geo. A. Hemmick, J.P.

STATE OF MARYLAND, BALTIMORE CITY, SCT:

I HEREBY CERTIFY, That Geo A. Hemmick Esquire, before whom the annexed acknowledgments and affidavit were made, and who has thereto subscribed his name, was, at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 17th day of May. A. D., 1873.

(SUPERIOR COURT SEAL)

George Robinson

Clerk of the Superior Court of Baltimore City.

Recorded 19 May, 1873

, in Liber S.H. No. 7, folio 440.

Filed 18 May, 1874.

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS That we Charles W. Jones, C. Pettebone and A. C. Sturgeon and Joseph E. Bateman of Baltimore City, and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand Dollars to be paid to the said State or its certain Attorney; to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly by these presents - sealed with our seals and dated the 5th day of May, in the year of our Lord One thousand Eight Hundred and seventy-four:

WHEREAS the above bounden Charles W. Jones is about to make sale of certain Real Estate situate and lying in Anne Arundel County and particularly described in a Mortgage thereof from David W. Caskey to the said Charles W. Jones dated the Tenth day of May 1873 and recorded around the Land Records of Anne Arundel County in Liber S. H. No. 7 - folio 440 and under a Power and Authority in said Mortgage contained in accordance with the provisions of Article LXIV of the Code of Public Local Laws of the State of Maryland.

NOW the Condition of the above obligation is such: That if the above bounden Charles W. Jones do and shall well and faithfully perform the trust reposed in him by said power contained in said Mortgage and do and shall well and faithfully comply with all of the provisions of Article LXIV of the Code of Public Local Laws of Maryland and performe all the trusts that may be reposed in him by any future order or decree of the Circuit Court for Anne Arundel County in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in Law.

Test:

H. I. Bateman

Francis S. Dail

Charles W. Jones (SEAL)

J. E. Bateman (SEAL)

C. Pettebone (SEAL)

A. C. Sturgeon (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I Hereby Certify that on this Fifth day of May Eighteen hundred and Seventy-four before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Baltimore City personally appeared Charles W. Jones and made oath in due form of law that he knows the pecuniary circumstances of Joseph E. Bateman one of the sureties in the foregoing Bond and that he is worth the amount of the penalty therein named over and above his just debts and liabilities.

J. M. Myers J.P.

I Hereby certify that I believe the within Bond to be good and sufficient.

Rufus W. Applegarth, Atty.

Filed and approved the 18 May, 1874. Test. Sprigg Harwood, Clerk.

MORTGAGEE'S SALE

of a VALUABLE FARM.

By virtue of a power contained in a mortgage from David W. Caskey and wife to Charles W. Jones, dated the tenth day of May, A. D. 1872, and recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 7, folio 440, &c., I will sell at public sale at the Court-House door, ON FRIDAY, the 12th day of June, 1874, at 12 o'clock M., all those tracts or parcels of land situate and lying in Anne Arundel County, in the State of Maryland, together known as the "Sander's Farm", and designated as lot No. 2, in the sale plat filed in the Circuit Court for Anne Arundel county, in the case of Sarah B. F. Mayo vs Thomas H. Gaither and others, containing 275 ACRES OF LAND, more or less, which lands are sold by Thomas H. Gaither trustee, appointed by the decree of said Court in the above entitled cause to the said David W. Caskey, and were conveyed to him by deed bearing date of the seventh day of April, 1873, and duly recorded among the Land Records of Anne Arundel County.

TERMS :- One-third cash, balance in six and seven months, or all cash at the option of the purchaser.

Wm. Bryan & Son, Auctioneers.  
(May 23-td)

CHARLES W. JONES, Mortgagee  
No. 40 St. Paul Street, Baltimore, Md.

AUCTIONEER'S CERTIFICATE

I Hereby certify that we offered at public sale at the Court House door in the City of Annapolis, Anne Arundel County at 12 o'clock M. on Friday, June the 12th, 1874 under a Mortgage from D. W. Caskey & Wife to Charles W. Jones a farm situated and lying Anne Arundel County known as the Sanders farm and designated as Lot No. 2, in Plat filed in the Circuit Court for A. A. County in the case of Sarah B. F. Mayo, vs. Thomas H. Gaither & others containing 275 acres of Land more or less, and sold the same to Charles W. Jones at Seven dollars per acre - he being the highest bidder for the same, at the time of sale 20 persons were present.

Test A. S. Bryan,

Wm. Bryan & Son, Auctioneer

June 12th, 1874

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT for ANNE ARUNDEL COUNTY - Sitting as a Court of Equity.

The Report of Charles W. Jones, mortgagee and Trustee respectfully shows to your Honors; That after having Bond with security, as required by the provisions of Article 64 of the Code of Public General Laws, and given notice of the time place manner and terms of sale in the manner prescribed by said Article 64 and by the terms of said mortgage, - by inserting an advertisement, a copy of which is hereto annexed, for more than twenty days prior to the day of sale - in the Maryland Republican a Weekly Newspaper published in the City of Annapolis in Anne Arundel County, he attended at the Court House door in the City of Annapolis on Friday 12<sup>th</sup> June, 1874 at 12 o'clock noon - and then and there under and by virtue of the power contained in Said Mortgage offered for sale at public auction the Real Estate mentioned in said mortgage and in the advertisement hereto annexed - and bought the same in himself at and for the price of Seven dollars per acre, that being the highest price that was bid therefor - as will more fully appear from the annexed certificate of Wm. Bryan & Son, Auctioneers through and by whom said Sale was made. Whole amount of Sales \$1925.00.

Respectfully Submitted,

C. W. Jones

State of Maryland, Baltimore City; To Wit:



I Hereby Certify that on this Fifteenth day of June, Eighteen hundred and Seventy four before me the Subscriber, a Justice of the Peace of the State of Maryland in and for Baltimore City, personally appeared Charles W. Jones and made oath in due form of law that the matters and things Stated in the foregoing Report of Sale are true and that the Sale therein reported was fairly made.

Geo. A. Himmick, J. P.

STATE OF MARYLAND, BALTIMORE CITY, Sct:

I HEREBY CERTIFY, That Geo. A. Himmick, Esquire, before whom the annexed acknowledgment was made, and who has thereto subscribed his name, was, at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 19th day of June, A. D. 1874.

( Court Seal)

Geo. Robinson

Clerk of the Superior Court of Baltimore City.

Filed 20 June, 1874

ORDER NISI

Ordered that the Sale made and reported by Charles W. Jones, mortgagee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 20th day of August next provided a copy of this Order be inserted in some newspaper printed in Anne Arundel County once in each of three successive weeks before the 20th day of July next.

The report states the amount of sales to be \$1925.

Sprigg Harwood, Clerk.

Filed 20 June, 1874

48 St., Paul St. Balt., Dec'r. 7, 1874.

Geo. France, Esq.

Dear Sir:

As Chas. W. Jones elected to proceed upon the mortgaged property, after David W. Caskey was adjudicated a Bankrupt to the exclusion of proof of our claim by him on account of said mortgage debt, in Bankruptcy, I do not propose as Assignee, to interpose any objection to the ratification of the Sale made by him by appearing in the proceedings before the Circuit Court for Anne Arundel County.

Respectfully yours,

Chas. Beasterston.

Filed 9 Dec. 1874.

ORDER OF PUBLICATION.

OFFICE OF THE MARYLAND REPUBLICAN

Annapolis, Oct. 2nd, 1874

WE HEREBY CERTIFY, That the annexed Advertisement of ORDER NISI was published in the "Maryland Republican", a newspaper printed in the City of Annapolis, once in each of three successive weeks before the 20th day of July, 1874.

L. F. Colton & Co., Proprietors.

Filed 2 October, 1874.

AGREEMENT TO RATIFY SALE.

It is hereby agreed that the Sale made and reported in the case be finally ratified and

confirmed.

Dec. 8, 1874

Rufus W. Applegarth,  
Attorney for Defendants.

James France,

Sol for Compt &amp; Purchaser.

Filed 9 December, 1874

FINAL ORDER

UPON the consent of the parties filed in this cause on the 9<sup>th</sup> day of December instant and there appearing to be no exceptions filed to the sale - it is Ordered by the Circuit Court for Anne Arundel County this 9<sup>th</sup> day of December, 1874 that the Sale of the mortgaged property in these proceedings mentioned made and reported by Charles W. Jones the mortgagee, be and the same is hereby finally ratified and confirmed.

Oliver Miller, \_\_\_\_\_

Filed Dec. 9, 1874

AUDITOR'S REPORTFebruary 12<sup>th</sup>, 1875

To the Hon. the Judges of the Circuit Court for Anne Arundel County, in Equity:

The Auditor respectfully reports that in this cause he has stated an account between the mortgaged real estate of David W. Caskey and Charles W. Jones, Trustee, wherein after allowing Trustees Commissions and expenses, and complainants' costs of suit, he has applied the residue in part payment of the mortgage debt of Charles W. Jones.- He has also appended a memorandum showing balance due on the mortgage, after the application of the proceeds of sale - All of which is respectfully submitted.

Jas. H. Hodges, Auditor

Dr/ The Real Estate of David W. Caskey in a/c with

	Dolls. Cts.	Dolls. Cts.
1874		
June 12 To the Trustee for commissions		\$ 90.75
" " " " his expenses		29.00
" Sprigg Harwood clerk	9.90	
" Complainant's Solicitor	10.00	
" Auditor's Fee Paid to J.H.Hodges	4.50	24.40
		144.15
" Balance to Charles W. Jones in part payment of his mortgage		1780.85
		1925.00

## Memorandum -

Mortgage debt of Chas.W.Jones dated

May 10<sup>th</sup>. 1873 for

\$6000.00

Int. on same from May 10<sup>th</sup> 1874 toJune 12<sup>th</sup>, 1874- 1 Mo. 2 days

32.00

6032.00

To amount assigned as above

1780.85

Balance due on mortgage of Chas. W.Jones

4251.15

with interest from June 12<sup>th</sup>, 1874.

Charles W, Jones Mortgagee & Trustee		Cr.
1874	Dolls. Cts.	Dolls Cts.
June 12" By amont of proceeds of sale as per report of Trustee		\$1925.00
		<hr/>
		\$1925.00
		<hr/>

Filed 5 April, 1875

PETITION TO APPOINT TRUSTEE TO CONVEY.

TO THE HONORABLE THE COURT:

The petition of James B. Burch, Alice H. and Annie L. Collinson respectfully shows:

1st. That heretofore, to wit: on the 12th day of June, 1874 by virtue of a power of sale contained in a mortgage from David W. Caskey to Charles W. Jones, which mortgage is, in these proceedings filed, the said Charles W. Jones sold a certain tract of land described in and covered by said mortgage and he the said Jones then and there became the purchaser thereof - which said sale was duly reported to and ratified by this Honorable Court, the final order of ratification having been signed by the Court on the 9th day of December, 1874

2nd. That by this order of final ratification all the right title interest and estate in and to said land which the said Caskey had was vested in the said Charles W. Jones, but that in said order of ratification, (the mortgagee having become the purchaser) the Court failed to appoint a Trustee to convey the said real estate to the said Charles W. Jones, and the said Jones, in ignorance of the requirements of the law in such cases made and provided conveyed the real estate to himself by deed, in trust, nevertheless, for his wife Laura C. Jones for life, remainder to her children, dated the 20th day of July, 1875 which said deed is duly recorded among the Land Records of Anne Arundel County in Liber S.H. No. 9, folio 483 &c.

3rd. That the ownership to said land remained and continued in the said Charles W. Jones, Trustee for Laura C. Jones, until his death which occurred on the \_\_\_ day of December, 1882-; and that then the said Laura C. Jones, his wife was in possession of the same until her death which occurred on the \_\_\_ day of March, 1884 when the same under the deed aforesaid from Chas. W. Jones, Mortgagee to Charles W. Jones, Trustee vested in the children of the said Laura C. Jones.

4th. That at the time of the death of the said Laura C. Jones she left surviving her as her only children and heirs at law the following, viz: Charles Howard Jones, who now resides at Castleton Howard County, Maryland, H. Walter Jones, who now resides at Farina, Illinois and Carroll Jones, now residing in Baltimore City, Maryland, the two former being now adults and the latter a minor.

5th That on the 23rd day of August, 1895, there was filed in this Honorable Court a Bill of Complaint on the Equity side thereof: Titled Charles Howard Jones and Harry Walter Jones Versus: Carroll Jones and Hugh R. Jones, Guardian, petitioning for the sale of the aforesaid real estate for partition among the heirs at law and Children of the said Laura C. Jones, said cause being No. 1814 Equity.

6\_ That after answers, reflication, the order for taking testimony, the taking thereof and the return of the same a decree was passed in the premises by this Honorable Court, decreeing "that the property in the proceedings mentioned be sold" and appointing George L. VanBibber, Trustee to sell said property.

7th. That after complying with all the requirements or prerequisites of said decree, the said George L. Van Bibber did on or about the 25th day of October, 1895 sell the said real estate to your petitioners the said James B. Burch, Alice H. Collinson and Annie L. Collinson, in the proportions mentioned in the report of sale, in said proceedings filed which said sale was duly

reported to this Court, and was by the Court on the 21st day of December 1895 finally ratified and confirmed-

8 - That thereafter to wit: on the 21st day of January, 1896 the said George L. VanBibber by deed duly recorded among the Land Records of Anne Arundel County in Liber G.W. No. 1, folio 67, granted and conveyed the said real estate to your petitioners.

9th That your petitioners are advised that when the sale made by Charles W. Jones under the mortgage from David W. Caskey was reported to the Court and by it ratified that all the interest of the said Caskey was then closed out and that the title to the said real estate vested co instanti in the said Charles W. Jones, but that owing to the failure of the said Jones to have conveyance made to him by a Trustee appointed by the Court that it leaves a cloud (of record only) on the title of your petitioners which cloud your petitioners are advised can be cured and removed by a Court of Equity.

To the end, therefore:

That the said cloud on the title of your petitioners may be removed and that your petitioners may have such other and further relief as their case and equity may require.

May it please your Honors to pass an order in the premises appointing a Trustee to convey to your petitioners by confirmatory deed all the right, title interest and estate acquired by the said Charles W. Jones, in the real estate in these proceedings mentioned by the ratification of the sale made by him in the case of the said Charles W. Jones Vs. David W. Caskey.

James W. Owens,

Sol'r for Petitioners.

Filed June 15, 1948

O R D E R

The foregoing petition having been submitted to the Court in connection with the papers in the Equity Cause of Charles Howard Jones et al vs Carroll Jones, et al, No. 1814 Equity in this Court and it appearing to the Court that under the sale in these proceedings made that the said Charles W. Jones acquired all the right title interest and estate of all the parties to said cause No. 1814 Equity, in and to the real estate in these proceedings sold and it further appearing by the proceedings in No. 1814 Equity that the title in the said Jones has remained during his life and the life of his wife, Laura C. Jones after whose death the same vested in their children and heirs at law and that under the decree of this Court passed in said cause No. 1814 Equity, the said real estate has been sold to the petitioners James B. Burch, Alice H. Collinson and Annie L. Collinson by George L. Van Bibber, the Trustee appointed by said decree to sell, and that by inadvertence at the time of the ratification of the sale in these proceedings that no trustee was appointed to convey the said property to the purchasers. It is therefore, by the Court on this 15th day of June, 1897, ordered that James W. Owens be and he is hereby appointed Trustee to convey by Confirmatory deed to James B. Burch, Alice H. Collinson and Annie L. Collinson all the right, title interest and estate of the said Charles W. Jones and Laura C. Jones and their heirs at law in and to the said real estate the said deed to be made without further payment of money and for a nominal consideration, and in said deed the said Trustee is required to make a full recital of the chain of title from the date of the ratification of the sale herein reported to the time of the acquisition of the said property by the said petitioners, and the said Trustee is not required to give bond and the ratification of the sale herein heretofore made is hereby modified accordingly.

Jas. Revell \_\_\_\_\_

Filed June 15, 1897

Space for balance 416 Jones & Company

IN THE MATTER OF THE	:	No. 9490 EQUITY
MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
LYMAN J. MANSFIELD and	:	
CATHERINE F. MANSFIELD, his wife.	:	ANNE ARUNDEL COUNTY.
	:. : . : . :	

ORDER TO DOCKET FORECLOSURE SUIT.

Mr. Clerk.

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.,

Post Office Box 249,  
Annapolis, Maryland  
Attorney named in mortgage.

Filed July 23", 1948

M O R T G A G E

THIS PURCHASE MONEY MORTGAGE, Made this eighth day of January, A. D. 1947, by and between LYMAN J. MANSFIELD and CATHERINE F. MANSFIELD, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor is justly indebted unto the said Mortgagee in the full and just sum of Ten Thousand, Five Hundred Dollars (\$10,500.00); and as evidencing the same, the said Mortgagor has this day passed unto the said Mortgagee their promissory note for the said sum, payable one year after date, plus interest thereon, provided, however, that during the year aforesaid, and any extension or renewal of said year, the said Mortgagor shall pay monthly the sum of One Hundred, Five Dollars (\$105.00), plus interest thereon at the rate of four and one-half per centum ( $4\frac{1}{2}\%$ ) per annum; failure to make any of the aforesaid monthly payments shall constitute a default; providing, however, that the Mortgagor shall have the right and privilege of paying the balance or any additional part of the principal on any monthly installment date, interest on any amount so paid shall abate; and,

WHEREAS, the parties hereto have agreed that this mortgage shall be executed for the purpose of securing the payment of said note.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County and more particularly described as follows:

BEGINNING for the same at a locust post on the South side of the Defense Highway, South  $82^{\circ} 49'$  East, 1060.4 feet from the intersection of the North  $38^{\circ} 25'$  West line of the whole tract with the South side of the Defense Highway; thence, South  $7^{\circ} 11'$  West, 807.3 feet to a locust post on the South bank of a stream; thence along the South bank of the stream in an Easterly direction, 200 feet, more or less, to a locust post; thence, North  $7^{\circ} 11'$  East, 779.7 feet to a locust post on the South side of the Defense Highway; thence, North  $82^{\circ} 49'$  West along the South side of the Defense Highway to the place of beginning. Containing 3.67 acres, more or less.

BEING the same property that was conveyed to the within named Mortgagors from Albert B. Buehler and Helen Buehler, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided, or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee

may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

2. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Ten Thousand, Five Hundred Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

5. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

7. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel

County, and such other notice as by the said Mortgagor or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply; first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars (\$100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there by) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal interest, costs, expenses and commission..

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and bodies corporate shall be considered neuter gender.

and seal(s)

WITNESS the signature(s)/of the Mortgagor(s) on the day and year first above written.

Witness:

Susan Tillson

Lyman J. Mansfield (SEAL)

Catherine F. Mansfield (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this eighth day of January, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LYMAN J. MANSFIELD and CATHERINE F. MANSFIELD, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Wm. W. Townshend, Jr., the Attorney of the within body corporate Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Susan Tillson, Notary Public

Received for record 9 January 1947, at 10:35 A.M. J.H.H. #397 fol. 14.

Filed July 23", 1948.



STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from Lyman J. Mansfield and Catherine F.  
 Mansfield, his wife to The Annapolis Banking and Trust  
 Company, dated January 8, 1948, and recorded among the Land  
 Records of Anne Arundel County in Liber J.H.H. No. 397, folio 14 ----- \$9,345.00  
 Interest thereon from February 8, 1948 to August 21, 1948,  
 6 months 13 days ----- 251.79

\$9,596.79

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 12th day of August, 1948, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared William W. Townshend, Jr., the Attorney named in the Mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Gloria N. Bates, Notary Public

Filed August 12, 1948

GLOBE INDEMNITY COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, William W. Townshend, Jr., as PRINCIPAL, and GLOBE INDEMNITY COMPANY, OF New York, N. Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand (\$10,000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 16th day of August Nineteen Hundred and forty-eight.

WHEREAS, by virtue of a power of sale contained in a mortgage from Lyman J. Mansfield and wife to Annapolis Banking and Trust Company, bearing date on or about the 8th day of January, Nineteen Hundred and forty-seven the said Wm. W. Townshend, Jr., is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Wm. W. Townshend, Jr., is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Wm. W. Townshend, Jr., do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

(CORPORATE SEAL.)

William W. Townshend, Jr., (SEAL)

GLOBE INDEMNITY COMPANY

By Benjamin Michaelson

Attorney-in-Fact

Approved this 16th day of Aug. 1948.

John H. Hopkins, 3rd, Clerk.

Filed August 16th, 1948

ATTORNEY'S SALE OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of the power of sale contained in the mortgage from Lyman J. Mansfield and Catherine F. Mansfield, his wife, dated January 8, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 377, folio 14, the undersigned, as Attorney, named in the mortgage to foreclose in event of default and default having occurred will offer for sale at public auction on the premises near Pigeon House Inn on the Defense Highway in the Second Election District of Anne Arundel County, Maryland, on SATURDAY, AUGUST 21, 1948 at 11:00 A .M.

ALL that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at a locust post on the South side of the Defense Highway, South 82° 49' East 1060.4 feet from the intersection of the North 38° 25' West line of the whole tract with the South side of the Defense Highway; thence, South 7° 11' West, 807.3 feet to a locust post on the South bank of a stream; thence along the South bank of the stream in an easterly direction, 200 feet, more or less, to a locust post; thence, North 7° 11' East, 779.7 feet to a locust post on the South side of the Defense Highway to the place of beginning. Containing 3.67 acres, more or less.

BEING the same property conveyed to Lyman J. Mansfield and Catherine F. Mansfield, his wife, by Albert B. Buchler and Helen Buchler, his wife, by deed dated January 8, 1947, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 397, folio 13.

The above property is improved by a two story frame, composition roof, combination dwelling and business property as follows:

With oil heat, hot and cold water septic tank and electricity. The downstairs consists of a bar room, restaurant, two toilets and a grocery store. The upstairs consists of four bedrooms, living room, dining room, kitchen and bath. The property is also improved by two single and one double tourist cabins, rest rooms with shower and toilet.

TERMS OF SALE: A deposit of Two Thousand Dollars (\$2,000.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and bear interest from date of sale. All taxes and public charges to be adjusted to date of sale. For further particulars, apply to :

George W. Scible,

a-19

Auctioneer

WILLIAM W. TOWNSHEND, JR., Attorney named in  
Mortgage, County Trust Company Bldg. Annapolis,  
Maryland.

#### CERTIFICATE OF PUBLICATION

Annapolis, Maryland, September 15, 1948

We hereby certify, that the annexed Notice of Attorney's Sale Lyman J. Mansfield was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of August, 1948. The first insertion being made the 29th day of July, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. Lucile Brown,

Filed Oct. 8, 1948

#### REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Lyman J.

Mansfield and Catherine F. Mansfield, his wife to The Annapolis Banking and Trust Company, dated January 8, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 397, folio 14, the said William W. Townshend, Jr., Attorney named in the foregoing Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction, on the premises near Pigeon House Inn on the Defense Highway in the Second Election District of Anne Arundel County, Maryland on Saturday, August 21, 1948, at 11 o'clock, a. m., and then and there sold the said property to The Annapolis Banking and Trust Company,-- at and for the sum of Nine Thousand, Eight Hundred (\$9800.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

ALL that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and more particularly described by metes and bounds courses and distances in the above mentioned mortgage.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A deposit of two thousand dollars (\$2,000.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted.

William W. Townshend, Jr.,  
Attorney named in mortgage

STATE OF MARYLAND ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 21st day of August in the year 1948, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Gloria N. Bates, Notary Public  
Annapolis, Maryland, August 21, 1948

THIS is to certify that I have this 21st day of August in the year 1948, sold the property described in the Second Election District of Anne Arundel County and more particularly described as containing 3.67 acres of ground, more or less, to The Annapolis Banking and Trust Company at and for the sum of Nine Thousand, Eight Hundred (\$9,800.00) dollars, it being then and there the highest bidder for said property.

G. W. Scible, Auctioneer.  
Annapolis, Maryland, August 21, 1948.

I Hereby Certify that I have this 21st day of August in the year 1948 purchased from William W. Townshend, Attorney named in Mortgage, the property situated in the Second Election District of Anne Arundel County and described as containing 3.67 acres of ground, more or less, at and for the sum of Nine Thousand, Eight Hundred (\$9,800.00) Dollars, and do hereby agree to comply

with the terms of sale.

The Annapolis Banking and Trust Co.

By Andrew A. Kramer, President,  
Purchaser.

Filed 31 August, 1948

ORDER NISI

Ordered, this 31st day of August, 1948, That the sale of the property mentioned in these proceedings made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, UNLESS cause to the contrary thereof be shown on or before the 4th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of October next.

The report states that the amount of sales to be \$9,800.00.

John H. Hopkins, 3rd, Clerk.

Filed 31 August, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 28, 1948

We hereby certify, that the annexed Order Nisi, Eq. #9490 Ratification of Sale was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of October, 1948. The first insertion being made the 2nd day of September, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By. R. Lucille Brown,

Filed Octo. 7, 1948

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. October 11, 1948.

All of which is respectfully submitted.

Laura R. Jickling. Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Lyman J. Mansfield and Wife in ac.

To Attorney for Fee, viz:	100.00	
To Attorney for Commissions, viz:	<u>324.00</u>	424.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor -stating this account	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	40.00	
Capital-Gazette Press- handbills and tax	9.69	
Capital-Gazette Press-Order Nisi (Sale)	5.00	
Capital-Gazette Press -Order Nisi (Acct.)	5.00	
A. S. Abell Co.-advertising sale	12.50	
Evening Star Newspaper Co. advertising sale	15.40	
Globe Indemnity Co. - bond premium	40.00	
George W. Scible- auctioneer's fee	25.00	

see page 311 for  
7th insert on 9/2

One-half Federal revenue stamps	5.50	
One -half State revenue stamps	5.50	
Gloria N. Bates- notary fees	<u>1.00</u>	164.59
To Attorney for Taxes, viz:		
1948 State and County taxes(\$84.61-adj.)		55.06
To Annapolis Banking and Trust Company, Mortgagee-		
this balance on account mortgage claim		<u>9,118.60</u>
Amount of mortgage		<u><u>9,800.00</u></u>
Amount of mortgage claim filed	9,596.79	
Cr. Amount allowed as above	<u>9,118.60</u>	
Balance subject to decree in personam	478.19	
with William W. Townshend, Jr., Attorney named in Mortgage		Cr.
1948		
Aug. 21 Proceeds of sale		<u>9,800.00</u>
		<u><u>9,800.00</u></u>

Filed 11 October, 1948

ORDER NISI

ORDERED, This 11" day of October, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13" day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13" day of November next.

John H. Hopkins, 3rd, Clerk.

Filed 11 October, 1948.

FINAL ORDER

ORDERED BY THE COURT, This 11" day of October, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Jas. E. Boylan, Jr.,

Filed 11 October, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 11, 1948.

We hereby certify that the annexed, Order Nisi - Eq. #9490 - Auditor's Account -Lyman J. Mansfield was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13 day of November 1948.

The first insertion being made the 14th day of October, 1948.

THE CAPITAL GAZETTE PRESS, INC.

By R. L. Brown.

No. MG. 6853

Filed Nov. 16", 1948.

Indiana on page 310

Clyde

E

In the Matter of the Sale of	:	No. 9490 Equity
the Mortgaged Real Estate	:	In the Circuit Court
of	:	for
Lyman J. Mansfield and	:	Anne Arundel County.
Catherine F. Mansfield, his wife.	:	

## IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 17th day of November, 1948, that the foregoing Report and account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson,

Judge.

FILED NOVEMBER 17, 1948.

IN THE MATTER OF THE	:	NO. 9464 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE	:	CIRCUIT COURT
OF	:	FOR
JAMES FIELDS and	:	ANNE ARUNDEL COUNTY
ALMA FIELDS, his wife.	:	

: : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this case, file my appearance and file original mortgage.

Frankie Wilson,

Attorney named in Mortgage.

Filed June 8", 1948.

ORIGINAL MORTGAGE

THIS PURCHASE MONEY MORTGAGE, Made this 4th day of January in the year nineteen hundred and forty-seven between James Fields and Alma Fields, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor, and the Maryland National Building and Loan Association, Inc. of the second part, a body corporate, duly incorporated, Mortgagee:

WHEREAS, the said Mortgagors being members of said body corporate, have received therefrom an advance of One Thousand Dollars (\$1,000.00) on ten shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance.

WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January Session in the year 1945 or any supplement thereto:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of

the sum of one dollar, the said Mortgagors do grant, assign and convey unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in Fifth District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same on the north side of Key Avenue two hundred and seventy-five feet westerly from the intersection of the northwest corner of Hoffman and Key Avenue, and running thence westerly on Key Avenue twenty-five feet; thence northerly along the division line between lots 700 and 701 a distance of one hundred twenty-five feet; thence easterly twenty-five feet to the division line between lots 700 and 699 and along said division line southerly one hundred twenty-five feet to the place of beginning. Being Lot numbered 700 on the plat of Patapsco Park as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 31.

BEING the same lot of ground which by deed of even date herewith and recorded, or so intended to be, prior hereto, was granted and conveyed by the Patapsco Park Land Company to said James Fields and Alma Fields, mortgagors herein.

TOGETHER with the improvements thereon, and all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the said lot of ground with the improvements and appurtenances aforesaid, unto Maryland National Building and Loan Association, Inc., its successors and assigns, in fee simple.

PROVIDED, that if the said mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of Three Dollars and Seventy-five\_\_ as dues until the said sum of One thousand\_\_ shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of One Dollar and twenty-five cents as interest until the sum of one hundred dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents; and so on, and as often as one hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns the sum of one dollar which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors\_

AND the said mortgagors covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants

shall continue in force until the sum of one thousand dollars (\$1,000.00) shall be repaid.

AND it is agreed that until default be made in the premises, the said mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

AND it shall be lawful for the said mortgagee, its successors or assigns, or for Ruth S. Newman or Frankie Wilson its attorneys or agents, at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of fifty dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in equity, which said expenses, costs and commission the said mortgagors for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

IT IS FURTHER AGREED, that in case the mortgagors cease to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

AS WITNESS our hands and seals\_

Test:

Frankie D. Wilson

James Fields

(SEAL)

Alma Fields

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4th day of January, in the year nineteen hundred and forty-



seven before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared James Fields and Alma Fields, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Ruth S. Newman, the President of the within body corporate Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Frankie D. Wilson, Notary Public

Received for Record January 14, 1947, at 2 P.M., J.H.H. No. 390, Folio 431.

Filed June 8, 1948

MILITARY AFFIDAVIT.

STATE OF MARYLAND, Anne Arundel County, Sct:

I, Frankie Wilson, Attorney, being duly sworn, do depose and say:

- (1) That I am a resident of Anne Arundel County, in the State of Maryland.
- (2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether James Fields the Defendant in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts herein after stated are true.
- (3) That said defendant is about 35 years of age, is married, has no children. lives with his wife at 700 Key Avenue Patapsco Park is unemployed at present and has been so employed for about\_
- (4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within one year days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 8th day of June, 1948.

Frankie Wilson, Affiant

(Notarial Seal)

Theodore T. Pantaleo, Notary Public

Filed June 8, 1948

STATEMENT OF MORTGAGE CLAIM.

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.,

1307 N. Calvert St., Baltimore, 2, Maryland.

June 12, 1948

James & Alma Fields.

Jan. 4, 1947	Mortgage	1000.00
	Paid a/c	<u>259.75</u>
	Principal Balance	740.25
	Interest Apr. 17 to June 12 inclusive	<u>8.64</u>
		748.89
	Expense credit	<u>52.80</u>
		\$ 696.09

Filed July 8, 1948.

FIDELITY AND DEPOSIT COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, Frankie Wilson, Linthicum Heights, Maryland, as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND AND 00/100 (\$2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of July in the year of our Lord 1948.

Whereas, the above bounden Frankie Wilson by virtue of the power contained in a mortgage from James Fields & Alma Fields, to Maryland National Building and Loan Association, Inc., bearing date January 4th, 1947, and recorded among the mortgage records of Anne Arundel County in Liber JHH No. 390 Folio 431 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Frankie Wilson do and shall well and truly and faithfully perform the trust reposed in her under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Frankie Wilson has hereto set her hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney in Fact the day and year first herein above written.

Signed, sealed and delivered

in the presence of

Walton D. Wilson

Witness:

By Kathryn Stolzenbach,

As to Surety

Frankie Wilson (SEAL)

Fidelity and Deposit Company of Maryland

By Wesley C. Brooks,

Attorney in Fact

STATE OF MARYLAND, BALTIMORE CITY, SCT:

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint Wesley C. Brooks, Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its Attorney in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice president and attested by its Assistant Secretary, this 21st day of April, 1932.

Attest: (Corporate Seal)

J. G. YOST, Assistant Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

By E. R. NUTTLE, Vice President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, July 7th, 1948.

(Corporate Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

T. N. Perciot, Jr., Assistant Secretary

Filed and Approved 12th day of July, 1948.

MORTGAGE SALE OF VALUABLE FEE SIMPLE PROPERTY

Improved with a one story brick bungalow

Under and by the power and authority contained in a mortgage from James Fields and Alma Fields his wife, dated January 4, 1947, and duly recorded among the Land Records of Anne Arundel County in Liber JHH No. 390, folio 431, (default having occurred thereunder, the undersigned Attorney named in mortgage will sell at Public Auction on the premises ON SATURDAY, AUGUST 7, 1948 at 4:-0 O'Clock, P. M.;

ALL that lot of ground and improvements situate in the Fifth Election District, Anne Arundel County and described as follows:

BEGINNING for the same on the north side of Key Avenue 275 feet westerly from the intersection of the northwest corner of Hoffman and Key Avenues, and running thence westerly on Key Avenue twenty-five feet, thence southerly along the division line between lots 700 and 701 a distance of one hundred twenty-five feet; thence easterly twenty-five feet to the division line between lots 700 and 699 and along said division line southerly one hundred twenty-five feet to the place of beginning. Being lot 700 Patapsco Park, as shown on plat recorded among Plat Records Anne Arundel County Plat Book G. W. No. 1, folio 31.

TERMS OF SALE: Cash upon ratification of sale. Expenses to be adjusted to date of sale. A deposit of Five Hundred Dollars will be required of the purchaser at the time of sale.

FRANKIE WILSON

Attorney named in Mortgage

A-29

CERTIFICATE OF PUBLICATION

Annapolis, Maryland, August 24, 1948.

We hereby certify, that the annexed Notice of Sale- James Fields - was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of August, 1948. The first insertion being made the 15th day of July, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

Filed Sept. 14, 1948.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Frankie Wilson, attorney named in mortgage, dated January 4, 1947, from James Fields and Alma Fields, his wife, to the Maryland National Building and Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 390, folio 431, which mortgage is filed in said cause pending, respectfully shows:

That after giving bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale by Frankie Wilson, Attorney under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder), and pursuant to said notice on the 7th day of August, 1948, at 4:00 p.m. on the premises did then and there sell the property, which is more particularly described as follows:

BEGINNING for the same on the north side of Key Avenue two hundred and seventy-five feet westerly from the intersection of the northwest corner of Hoffman and Key Avenues, and running thence westerly on Key Avenue twenty-five feet; thence northerly along the division line between

lots 700 and 701 a distance of one hundred twenty-five feet; thence easterly twenty-five feet to the division line between lots 700 and 699 and along said division line southerly one hundred and twenty-five feet to the place of beginning.

BEING lot 700 Patapsco Park as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book GW No. 1, Folio 31.

TERMS OF SALE: Cash upon ratification of sale. Expenses to be adjusted to date of sale. A deposit of Five Hundred Dollars will be required of the purchaser at the time of sale.

The said property was sold as aforesaid to Meyer Mindel at and for the sum of One Thousand and Ten Dollars (\$1,010.00), the said purchaser being then and there the highest bidder.

Frankie Wilson.

Attorney named in the Mortgage,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of August, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, attorney named in the foregoing mentioned mortgage, and made oath in due form of law that the foregoing Report of Sale is true to the best of her knowledge.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Elizabeth Lee Davis, Notary Public

Filed August 14, 1948

In the Matter of the Mortgaged Real Estate of James Fields and Alma Fields, his wife,

Equity 9464, Circuit Court for Anne Arundel County.

I HEREBY CERTIFY, That on this 7th day of August, 1948, I sold, at public auction for the highest price obtainable, to the party hereinafter subscribing hereto the property described as follows:

"BEGINNING for the same on the north side of Key Avenue two hundred and seventy-five feet westerly from the intersection of the northwest corner of Hoffman and Key Avenues, and running westerly on Key Avenue twenty-five feet; thence northerly along the division line between lots 700 and 701 a distance of one hundred and twenty-five feet; thence easterly twenty-five feet to the division line between lots 700 and 699 and along said division line southerly one hundred and twenty-five feet to the place of beginning.

BEING lot 700 Patapsco Park, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 31. At and for the price of One Thousand Ten Dollars Dollars, of which the deposit of Five Hundred Dollars has been received.

G. W. Scible, Auctioneer.

I HEREBY acknowledge the purchase of the above described property at and for the sum of One Thousand Ten Dollars.

AS WITNESS my hand and seal this 7th day of August, 1948.

Walton D. Wilson.

Meyer Mindel

(Seal) Purchaser.

Filed August 14, 1948

ORDER NISI

Ordered, this 14th day of August, 1948, That the sale of the property mentioned in these proceedings made and reported by Frankie Wilson, Attorney named in mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of September, next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of September next.

The report states that the amount of sales to be \$1,010.00.

John H. Hopkins, 3rd, Clerk.

Filed Sept 14, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 14, 1948

We hereby certify, that the annexed Order Nisi Eq. #9464 James Field was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County Maryland, once a week for 4 successive weeks before the 15th day of September, 1948. The first insertion being made the 19 day of August, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Filed Sept. 14, 1948

FINAL ORDER

ORDERED BY THE COURT, This 16th day of Sept., 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as she shall produce vouchers for the Auditor.

Marvin I. Anderson,  
Judge.

Filed 16 September, 1948.

AMENDED STATEMENT OF MORTGAGE CLAIM.

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

1307 North Calvert Street, Baltimore, 2, Maryland.

Statement of Mortgage Account James Fields and Alma Fields, his wife, to  
Maryland National Building & Loan Association, Inc.

Jan. 6, 1947	Mortgage Loan	\$1000.00
	Paid on account	<u>259.75</u>
	Principal balance due	740.25
	Interest 4/7/48 to 6/18/48	<u>8.64</u>
		748.89
	Expense Credit	<u>52.80</u>
		696.09
	Interest 6/19/48 to 8/ 6/ 48	<u>5.88</u>
	Total Due	701.97

State of Maryland, County of Anne Arundel, to wit:

I hereby certify that on this 1st day of October, 1948, before me, a Notary Public of the State of Maryland, County of Anne Arundel aforesaid, personally appeared Ruth S. Newman, President of the Maryland National Building and Loan Association, Inc., and made oath in due form of law that the account herein stated is correct to the best of her knowledge and belief.

As witness my hand and notarial seal the day and year above written.

(Notarial Seal)

Elizabeth Lee Davis, Notary Public

Filed Oct. 15, 1948

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. October 13, 1948.

All of which is respectfully submitted.

Laura R. Jickling. Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James Fields and Wife, in ac.

To Attorney for fee, viz:	50.00	
To Attorney for commissions, viz:	<u>58.57</u>	108.57
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	25.00	
Capital-Gazette Press - handbills and tax	9.69	
Capital-Gazette Press- Order Nisi (Sale )	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
J.M. Barry & Co. Agent,- bond premium	10.00	
George W. Scible - auctioneer's fee	15.00	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.82	
Elizabeth L. Davis- notary fee	<u>1.00</u>	72.34
To Maryland National Building and Loan Ass'n, Inc.,		
Mortgagee- in full for mortgage claim filed		701.97
To James Fields and Alma Fields, his wife,		
Mortgagors - this balance		<u>99.19</u>
		<u>\$1,019.82</u>

with Frankie Wilson, Attorney named in Mortgage  
1948

Cr.

Aug. 7 Proceeds of Sale	1,010.00	
Interest on deferred payment	<u>4.34</u>	1,014.34
Refund 1948 State and County taxes, adjusted to 8/7/48		<u>5.48</u>
		<u><u>1,019.82</u></u>

ORDER NISI

ORDERED, This 15" day of October, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, UNLESS CAUSE TO THE CONTRARY BE SHOWN ON OR BEFORE THE 16" day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16" day of November next.

John H. Hopkins, 3rd, Clerk.

Filed 15 October, 1948.

not completed

*Hand not completed*

RICHARD M. DUVALL, and  
 CHARLES T. MARSDEN, Executors of the  
 last Will and Testament of  
 JOSHUA S. RAWLINGS, deceased,  
 KATHERINE R. MARSDEN, wife of  
 said Charles T. Marsden,  
 LULA R. MARSDEN DAME, wife of  
 George Wilmer Dame,  
 Katherine S. Marsden Disbrow,  
 wife of Dr. Harold Ball Disbrow,  
 FANNIE J. RAWLINGS, unmarried  
 STEVENS GAMBRILL RAWLINGS, and  
 NELLIE DUNCAN RAWLINGS, his wife,  
 MARY CATHERINE RAWLINGS, unmarried  
 JAMES FREDERICK RAWLINGS, unmarried  
 MARY McRAE RAWLINGS, widow,  
 all adults, and  
 MARY MARGARET RAWLINGS, infant, and  
 CATHERINE ELIZABETH RAWLINGS, infant  
 by MARY McRAE RAWLINGS, their mother  
 and next friend,  
 PLAINTIFFS  
 VS  
 CHARLES T. MARSDEN and  
 J. MILLARD FISHER, the surviving  
 partners of the co-partnership trading  
 AS RAWLINGS IMPLEMENT COMPANY,  
 DEFENDANTS.

IN THE  
 CIRCUIT COURT  
 OF  
 BALTIMORE CITY  
 AND  
 ANNE ARUNDEL COUNTY  
 EQUITY NO. 9568.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS COMPLAINING SAY:

I. That Joshua S. Rawlings departed this life on or about the 21st day of April, 1925, in the City of Baltimore, Maryland, seized and possessed of a large estate consisting of real and personal property, leaving a last Will and Testament duly executed to pass real and personal property, dated 18th day of June, in the year 1921, and duly admitted to probate by the Orphans Court of Baltimore City, on the 1st day of May 1925, (and is now of record in the office of the Register of Wills of said City in Liber E. R. D. No. 153, folio 169 &c.): and on the same day letters testamentary were duly granted thereon by said Orphans Court to the plaintiffs, Richard M. Duvall, and Charles T. Marsden, the two (of the three) executors named and appointed by said Will, then surviving, as will appear from a certified copy of said Will, probate and letters, bound under one cover, and filed herewith marked Plaintiffs' Exhibit A, and prayed to be taken as a part hereof. And said Executors published the usual Notice to Creditors to file their claims and none have been filed.

2. That a part of said property consists of an apartment house containing five small apartments, erected upon a fee-simple lot of ground, situate at Masonville, near Brooklyn, in the New Annex of Baltimore City, fronting about 57 feet on the west side of Mavin Street, and having an even depth westerly of about 100 feet along the south side of Curtis Street to an alley twenty feet wide. There is also adjoining the above mentioned lot on the south, another fee-simple lot of ground, but unimproved, having a front of about 43 feet on the west side of Mavin Street, and a depth of about 43 feet on the west side of Mavin Street, and a depth westerly of about 100 feet, with even width all the way to said alley about 20 feet wide, with the use thereof in common, which two lots of ground were conveyed by the Baltimore City Missionary and Church Extension Society of the Methodist Episcopal Church to said Testator by deed dated 2nd day of January, 1920, and recorded among the Land Records of said City in Liber S. C. L. No. 3516, folio 310 &c., and filed herewith marked Plaintiffs' Exhibit B, and prayed to be taken as a part hereof.

Another part thereof is a fee-simple farm of about 185 acres of land, at or near Severn Cross Roads, consisting of thirteen fields or lots; one of which lots is situated in the Second Election District of Anne Arundel County, on the easterly side of the County Road leading from Baltimore to Annapolis, and was conveyed to said Testator by Phil M. Leakin, Jr., by deed dated January 16th, 1889, and recorded among the Land Records of said County in Liber S.H. No. 34, folio 233 &c., and the twelve other of said lots or fields are situate in the Fourth Election District of Anne Arundel County, on the west side of said Road, and together contain about 183.83 acres, and are bounded on the north in part by the Crain Highway, and by the lands of Joseph Kostkowski, by lands formerly owned by O. G. Gorter, and by lands of Charles G. Baldwin; on the east by lands formerly owned by the late Romulus G. Morgan, and by said County Road leading from Baltimore to Annapolis; on the south by the County Road leading from the Indian Landing to Millersville, and on the west by lands of the heirs of the late Dr. Harry B. Gantt, James F. Baldwin, and one Jubb. The improvements thereon consist of an old ten room frame dwelling, a frame stable, and a frame tobacco barn. Said lands were conveyed to the Testator by the four following deeds: one from Elijah J. Bond, dated October 5th, 1875, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 10, Folio 71 &c.; the second from



Rignal D. Woodward, and others, dated January 28th, 1887, and recorded among said Land Records in Liber S. H., No. 30, folio 121 &c., (the above three convey parts of the tract of land known as Warfield's Plains, but parts of other tracts are conveyed by the following deeds); the third of said four deeds is from George S. Savage, dated August 1897, and recorded among the Land Records in Liber G. W. No. 7, folio 115 &c.; and the last thereof from Sedwick T. Cromwell, Trustee, dated June 7th, 1901, and recorded among said Land Records of said County in Liber G. W. No. 21, folio 213 &c. Twelve of which lots or fields are laid out on a plat thereof, made by Richard Baldwin in September, 1925, and herewith filed, marked Plaintiffs' Exhibit C, and the Savage field, on a plat by Louis Green, marked Pltfs' Exh. C1, and prayed to be taken as a part hereof, and each of said lots or fields was separately valued, and the value of all of them together was fixed at the sum of \$12,9000. by William G. Williams, and John A. Watts, the appraisers, who are men of large experience, and well acquainted with the value of lands in said County, and particularly of lands situated in that part of said County, where the above mentioned lands are located. Said appraisal being in writing is herewith filed, marked Plaintiffs' Exhibit D, and prayed to be taken as a part hereof.

3. Your orators further show that lot No. 1 on said plat, containing about one and two-fifths acres of land, upon which are erected the improvements, except the said tobacco barn, has been sold by said executors to your Oratrix, Mary Catherine Marsden, the Testator's only surviving child, at and for the sum of \$2500. cash, the appraised value thereof. And said Executors have divided lot No. 2 on said plat containing about three and three-fifths acres into three equal parts, each having a frontage of about 123 feet on the northern side of said Indian Landing-Millersville Road, with a depth of about 345 feet to the southerly line of said lot No. 3, on which line each of said lots is intended to bind about 145 feet, and each of said sub-divisions is estimated to contain about one and one-tenth acres, being an equal one-third part of said whole lot No. 2, (exclusive of a right of way along the west line of said lot No. 2 for the benefit of the owners of Lots No. 2 and No. 3, as hereinafter set forth), valued by said appraisers at \$1000. And your Oratrix, Mary McRae Rawlings has agreed with said Executors to purchase the easternmost one of said sub-divisions, being the one nearest to Severn Cross Roads, at \$333.33, and to purchase the middle one for her daughter, Mary Margaret, one of the infant plaintiffs, at the same price, and the westernmost one for her infant daughter Catherine Elizabeth, the other infant plaintiff, at the like price, - all subject to the ratification of this Court. In making said purchases for herself, and the said infants, your Oratrix, Mary McRae Rawlings, was animated in part by her own, and her children's desire to retain and own some part of the lands that has been in the family of the Testator for many generations.

And said Executors have sold unto one Charles G. Baldwin, all the remaining twelve of said fields, or lots, containing together, as aforesaid, about one hundred and eighty (180) acres, at and for the sum of \$9400.00, the appraised value thereof, (together with said right of way along the west line of lot No. 2, about forty feet wide), subject to the usual commissions of five per cent paid to one George W. Abell, a real estate agent, for negotiating said latter sale; of which purchase price the sum of \$1000. was paid in cash at the time of signing the contract of sale; \$3400.00 thereof is to be paid in cash on the delivery of the deed, on or before February 21st, 1927, and the balance \$5000.00 is to be represented by the note of said purchaser, payable three years after date, February 21st, 1927, with interest payable semi-annually, secured by a mortgage of the purchased property; as will appear by reference to said contract dated

December 21st, 1926, herewith filed marked Plaintiffs' Exhibit E, and prayed to be taken as a part hereof.

4. That in addition to said real estate the said Testator owned at the time of his death certain personal property consisting of farm implements, tools and live-stock on said farm, which with certain personal and household chattels were appraised, together at \$214.00 to which was added cash in hand to the amount of \$156.32, making in all the sum of \$370.32, as will appear from an inventory returned by said Executors to the Orphans Court of Baltimore City, a copy whereof is herewith filed marked Plaintiffs' Exhibit F, and prayed to be taken as a part hereof. The Testator also had at the time of his death a policy of life insurance in the amount of \$5000.00, which said Executors have collected, and an interest in the net assets of the co-partnership of said Rawlings Implement Company (composed of the Testator, (to the time of his death), Charles T. Marsden, and John Millard Fisher), shown to be worth, as of the date of the Testator's death, April 21st, 1925, the sum of \$89,413.77, as will appear from a balance sheet of the assets and liabilities of said co-partnership taken at the end of the first fiscal year, after his death October 1st, 1926, herewith filed marked Plaintiffs' Exhibit G, and prayed to be taken as a part hereof.

5. That it also appears from said balance sheet that about Thirty-one Thousand (\$31,000.00) Dollars of assets of said firm consists of bills receivable, accounts receivable, stocks, bonds and cash, which may be considered to be what are known among merchants are "quick assets"; about Ninety-six thousand, four hundred and thirty-four & 95/100 (\$96,434.95) Dollars of said assets consist of stock-in-trade, chiefly farm implements, machinery, tools, and appliances of many kinds, and which are good and salable, but can not be disposed of at their reasonable value, except in the usual course of trade, (that is to say, if they were sold in bulk, it would be at a large sacrifice); about Twelve Hundred and Fifty (\$1250.00) Dollars, of said firm assets represents payments made in advance for catalogues, circulars, and other printed matter, and sundry amounts for stationery, etcetera, which are to the firm in its going business worth all they cost, and more, but have little value as ordinary mercantile commodities; and about Thirteen Hundred and Fifty (\$1350.00) Dollars, thereof represents office and store fixtures of full value to the business in place. but would not be readily salable at all, if removed from the building where they are fixed. One of the most important of the assets mentioned in said balance sheet is the warehouse building, known as Nos. 9-11 West Pratt Street, where the firm carries on its business. Although this property cost the firm a little over \$60,000. when they bought it in February, 1925, (only a few months before the Testator died), and probably could not be sold for more, if forced on the market at this time, yet your Orators believe its true value is considerably in excess of said purchase price, and was held, as your Orators are informed, and allege, at Seventy-five Thousand (\$75,000.00) Dollars for some time before it was sold, until the owners were forced to sell it in order to settle up an estate. The said property is a five story and cellar brick warehouse, covering nearly the entire lot upon which it is erected, - said building being about fifty feet front on the south side of Pratt Street (about Ninety-five feet west of Charles Street), with a depth southerly (along a wide alley, and wagon way). of about one hundred and fifteen feet. Said lot is subject to two irredeemable ground rents amounting to \$442.22 per annum, and to a mortgage of Forty Thousand (\$40,000.00) Dollars, placed thereon by said co-partnership at the time of said purchase, in favor of The Baltimore Commercial Bank, bearing interest at the rate of six per centum per annum. Your Orators believe, and therefore, allege,

that it would not be possible for said firm to pay in cash all the legacies given and bequeathed by said Will without forcing the said firm to wind up and liquidate its business, which has been a good and growing business for over thirty years, during all of which time the said surviving partners have been its principal managers. It has always been solvent, maintaining high reputation and credit, and a conservative, but growing business. The Testator had the utmost faith in the concern, as evidenced in part by the fact that he allowed nearly all of his estate to remain in it.

6. That by his said Will, the Testator have and bequeathed to each of five religious or eleemosinary institutions \$200.00, and to one Samuel Anderson ( a former employee) \$100.00, amounting in all to Eleven Hundred (\$1100.00) Dollars; to his two sisters-in-law, his daughter-in-law, and to his two adult grand-children other legacies amounting to Seven Thousand (\$7,000.00) Dollars; to his sister Five Thousand (\$5,000.00) Dollars, and his life insurance policy of Five Thousand (\$5,000.00) Dollars; to his brother Twenty-five Hundred (\$2500.00) Dollars; Five Thousand (\$5,000.00) Dollars, and to his son to be Invested for Testator's two infant grandchildren, (the older now about sixteen years, and the younger about nine years of age); and to his daughter and son Fifteen Thousand (\$15,000.00) Dollars each; and he also gave to his said son and daughter all the rest and residue of his estate. His son died after the execution of said Will, but before the death of the Testator, leaving his said widow, the Testator's daughter-in-law, and two infant children, who, as your Orators are advised, together under the provisions of the Code of Maryland General Laws, take the said legacies given to the Testator's son by said Will as aforesaid.

7. That said Will contains a power authorizing said Executors "to sell and convey any part or all of my (his) real estate, wheresoever situate, and the live-stock, farming implements, and equipment of every kind that may be located thereon, and apply the proceeds to the payment of the debts and legacies herein (therein) mentioned in so far as may be necessary", and all the residue of his estate he gave to his "executors to be distributed in their discretion among my (his) children, and such other persons as I (he) may designate to them in writing", and excused the purchasers from seeing to the application of the purchase money. Your Orators show that Testator never designated any other persons than those named in his Will to receive any portion of his property. Your Orators believe, and therefore, allege, that by the true construction of said Will, the Testator did not contemplate or intend the sale or withdrawal of his said interest in said firm, but believed that the proceeds of sales of his real estate and said live-stock, and farm implements would be sufficient to pay his debts and legacies, and he, therefore, intended that his interest in said firm should be distributed in kind to his two children, both adults, and that any chattels not necessary to be sold for the purposes aforesaid, should be distributed by his Executors to his children. Your Orators believe, and show that said construction is borne out by a consideration of the membership of said firm, which consisted, at the time of the execution of said Will, of the Testator, his said son, J. Soule Rawlings, Jr., his son-in-law, said Charles T. Marsden, and his nephew, said J. Millard Fisher, and at the time of his death, it consisted of all of said partners, except the Testator's said son, who had predeceased the Testator, leaving nearly his whole estate in said firm, and as aforesaid, his widow, the said Mary McRae Rawlings, and two infant children, the said Mary Margaret Rawlings, and Catherine Elizabeth Rawlings. The Testator well knew the respective interests of the four members of said firm at the date of the execution of said Will on June 18th, 1921, which were as follows: The Testator's was about seventy-six per cent, said J. Soule Rawlings, Jr., 's about nine per cent; said Charles T. Marsden's about nine per cent, and said J. Millard Fisher's about six per cent. The Testator also knew at the time of his death that the re-

spective interests of the firm were as follows: the Testator's about eighty-eight per cent; said Marsden's about eight per cent; and said Fisher's about four per cent, while the estate of said J. Soule Rawlings, Jr., deceased, was a creditor of the firm to the amount of something over Ninety-five Hundred (\$9500.00) Dollars, which had been adjusted by the surviving members of the firm, including the Testator, to exactly Ten Thousand (\$10,000.00) Dollars.

8. That the facts and figures set forth in the last preceeding four paragraphs clearly demonstrate that said co-partnership was during the lifetime of both of the deceased members, and still is a family concern, from which the livelihood of each member and his family was, and is almost, if not entirely, derived.

That the firm's business appears from said balance sheet for the year ending October 1st, 1926, (as well as those from the preceeding years) to be in a good and sound condition, indicating good management by those in charge (the present members), upon whom the same largely devolved in the livetime of the deceased members. Indeed, the Testator never took any but a very general and limited part in the affairs of the firm, and whatever success it attained was due mainly to the work and management of the present members, nevertheless, the Testator always took such general interest in the business as to know at all times, the exact financial condition of the firm's affairs, and deemed the same to be prosperous and worthy of the confidence of all who might have dealings with it. Your Orators, for these reasons, aver that it was but natural that the Testator should by his Will direct that his real estate, and the chattels on his farm, and not his interest in his firm, should be sold to pay his legacies, as well as his debts, (which latter were never large in either amount or number), and that his interest in the firm should be distributed to his daughter, and the family of his deceased son, as his largest legatees, so that the integrity of the business might be maintained, and the firm's assets and income be kept intact, in order that his family might be supported in the same manner, and to the like extent as they were in his lifetime. And your Orators further show that although the Testator's son, and partner in business, departed this life several years before the Testator's death, and the nature and the conditions surrounding his estate had not changed, except in so far as was necessary to effect the purchase of said warehouse, yet the Testator never changed his Will, but suffered that part of his estate, which he had bequeathed to his son, to go to, and devolve upon the widow and infant children of the son.

9. That your Orators are advised that the death of a partner in a firm works a dissolution thereof, and the ordinary and usual method pursued in such cases, is for the personal representatives of the deceased partner to require payment in cash of the share the deceased partner in the partnership assets; and your Orators show that said Executors (Plaintiffs herein), have advised said surviving partners of said Testator (Defendants herein) of such legal requirements, and accordingly have asked for a settlement of the Testator's share in said firm, but, said surviving partners have informed said Executors of the peculiar and difficult conditions and circumstances existing in regard to the affairs and assets of said co-partnership, as hereinbefore set forth, and that such a settlement would require a winding up of said partnership, and entail a great loss and sacrifice to the estate of the deceased, as well as upon the surviving partners.

10. Your Orators further show that they are advised by said Executors that from the proceeds of said life insurance policy, and sales of said real estate and chattels, they will have sufficient money to pay in full the debts of the deceased, and expenses (estimated at about \$7500.) of administering this estate, and the following legacies, viz: The Home of the Aged, The Kelso

Home, The Woman's Foreign Missionary Society, the Baltimore City Missionary & Church Extension Society, The Methodist Preachers' Aid Society, Samuel Anderson, Nellie D. Rawlings, Mary McRae Rawlings, Emma Lindsay, Lula R. M. Dame, Katherine R. M. Disbrow, and Fannie J. Rawlings her legacy of the life insurance policy, by transferring to her the mortgage for the same amount to be given, as aforesaid by said Charles G. Baldwin, amounting in all to Thirteen Thousand One Hundred (\$13,100.00) Dollars, and leaving to be satisfied out of the Testator's interest in said partnership, the following legacies, viz: Fannie J. Rawlings \$5000.00, to Steven G. Rawlings \$2500., to the widow and children, as distributees of the Testator's deceased son \$5000., and to said widow and children, as such distributees, the legacy of \$15,000., and one-half of the residuary estate bequeathed to said son, less the sum of \$1000.00, the appraised value of the real estate purchased by said widow, and children, and to Mary Catherine Marsden, the Testator's daughter, the cash legacy of \$15,000.00, and the remaining one-half of the residuary estate bequeathed to her, less the sum of \$2500.00, the appraised value of the real estate purchased by her.

11. Your Orators further show that in order that the Testator's estate may be finally closed without delay, and without the withdrawal or sale of the Testator's interest in said firm, and thus obviate the hazard and risk of great loss that would be incident to such sale, or withdrawal, the said surviving partners have proposed and suggested to said Executors (Plaintiffs herein) that the said firm of Rawlings Implement Company, be incorporated under the laws of Maryland, with a total Capital Stock of One Hundred and Ten Thousand (\$110,000.00) Dollars, divided into twenty-two hundred (2200) shares of the par value of Fifty (\$50.00) Dollars each, whereof Two Hundred (200) shares of the total par value of Ten Thousand (\$10,000.00) Dollars shall be common Stock, and Two Thousand (2000) shares of the total par value of One Hundred Thousand (\$100,000) Dollars shall be preferred Stock, which Preferred Stock shall entitle the owner to receive, and the Company shall pay out of the surplus, net profits, and/or earnings of the Company, when and as declared by the board of Directors, a cumulative dividend at the rate of six per centum per annum, payable half-yearly accounting from the first day of January, 1927, before any dividend shall be set apart for or paid on said Common Stock; said Preferred Stock may, by a vote of the Board of Directors, be redeemed in whole or in part, at par on any dividend dates plus any accumulations thereon, if in part then by lot, as provided in the by-laws; in case of liquidation, dissolution, or distribution of the assets of the Company, the par value of the Preferred Stock, with any accumulated and unpaid dividends thereon, shall first be paid in full, before any amount shall be paid on the Common Stock, among which the remainder of said funds and assets may be equally divided and paid; but said Preferred Stock shall have no vote except as to creating additional stock, having preference or priority over, or equality with it as to dividends, assets, or otherwise, or as to authorizing mortgage or bonded indebtedness, or as to change of management in case of non-payment of dividends for the space of eighteen months.

12. Your Orators further show that the Testator's sister, Fannie J. Rawlings, his brother, Stevens G. Rawlings, his daughter, Mary Catherine Marsden, and his daughter-in-law, Mary McRae Rawlings, all adults have signified (in writing, addressed to said surviving partners, (who are the defendants herein, and to the said Executors, two of the plaintiffs herein), that they are willing to accede to the said proposition of said partners, and accept said Preferred Stock in

full satisfaction of their said respective legacies, and shares or portions thereof, as hereinbefore set forth, in order that the Testator's estate may be finally closed, without the withdrawal or sale of the Testator's interest in said co-partnership, and without incurring the risk and hazard, which would be incident to such sale or withdrawal; as will appear from said consent herewith filed, marked Plaintiffs' Exhibit H, and prayed to be taken as a part hereof, but your Orators are advised, and so allege that the Orphans' Court of Baltimore City, where said estate is being administered, has no jurisdiction to authorize and permit said executors to make or permit such a settlement, as above mentioned, but on the contrary, said Orphans' Court are bound to require the said executors to collect in cash from said partners the full amount that may be due the Testator's estate, if the net assets, after paying all the firm's debts and obligations, are sufficient, or if not sufficient, to demand in cash the proportion to which the Testator's estate might be entitled, which method of settling said estate, your Orators believe, and therefore allege would put all persons interested in said estate, including said infants, to great sacrifice and loss, while it will be to the interest and advantage of all said parties, including said infants, that the said firm of Rawlings Implement Company be incorporated as aforesaid, and that the unpaid distributive shares and legacies coming to said sister, brother, daughter and daughter-in-law of said Testator, and the shares to which said two infants may be entitled, be satisfied and paid in said Preferred Stock of said corporation.

TO THE END THEREFORE:

1. That this Honorable Court may take jurisdiction in the premises, and may advise and direct Richard M. Duvall and Charles T. Marsden, Executors of the Last Will and Testament of said Joshua S. Rawlings, deceased, and two of your Orators, in the further administration of the estate of said deceased to the exclusion of said Orphans' Court.
2. That said Executors may sell said real estate belonging to the estate of said deceased Testator, as they are directed to do by his said Will, and report such sale to this Court for ratification.
3. That the said Executors state, and file in this Court an account, or accounts of their receipts and disbursements in the estate of said Testator, and that the same when filed be referred to one of the Auditor's of this Court to state and audit an account therefrom, and from the proceedings herein and make a distribution of any balance, thereby ascertained belonging to said estate, among the parties entitled, according to their respective rights, and proper shares.
4. That upon the proper incorporation (under the laws of the State of Maryland), of the said Rawlings Implement Company, in the manner for its amounts of Common and Preferred Stock (the latter containing the conditions and terms set out regarding it in said Bill of Complaint), and after all the assets of said firm, including said stock in trade, accounts, and bills receivable, goods, chattels, fixtures, and office furniture, as contained in said balance sheet and the inventory and appraisement of said Company are properly transferred to said corporation, subject to the outstanding debts and liabilities thereof, in consideration of the Capital Stock of the Company to an amount equal to the net assets of said firm be issued to said surviving partners, who shall immediately transfer to said Executors, or to the said Fannie J. Rawlings, Stevens G. Rawlings, Mary McRae Rawlings, and her said two infant children, and said Mary Catherine Marsden,

respectively, such portions of said Preferred Stock, as will equal at par the several and respective amounts they may be found to be entitled to, as legatees and distributees under the Will of said Joshua S. Rawlings, deceased.

5. That your Orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your Orators the writ of subpoena directed to the said Charles T. Marsden, and J. Millard Fisher, both of whom reside in Baltimore City, commanding them, and each of them to be and appear, either in person, or by solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

AND AS IN DUTY BOUND, ETC.

Richard M. Duvall                      Solicitor

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of February, in the year One Thousand Nine Hundred and Twenty-seven, before me, the subscriber, a Notary Public, of said State, in and for said City, personally appeared CHARLES T. MARSDEN, one of the above named Orators, and made oath in due form of law that the matters and facts stated in the foregoing Bill of Complaint are true to the best of his information, knowledge and belief.

WITNESS my hand and seal Notarial.

(SEAL)

Susie W. Marshall

(PLACE)

Notary Public

"PLAINTIFFS' EXHIBIT A"

LAST WILL AND TESTAMENT OF JOSHUA S. RAWLINGS, SR., of Baltimore City, in the State of Maryland, being of sound and disposing mind.

1st.

I wish all of my debts and expenses paid in full and promptly.

2nd.

I give to my daughter Mary C. Marsden the sum of Fifteen Thousand Dollars (\$15,000.00).

3rd.

I give to my son Joshua S. Rawlings, Jr., the sum of Fifteen Thousand Dollars (\$15,000.00).

4th.

I give to my grandchildren, Lula and Catherine, daughters of Charles T. and Mary C. Marsden, the sum of Twenty five hundred dollars (\$2500.00) each, and to my son Joshua S. Rawlings, Jr., the like sum of Five Thousand Dollars (\$5000.) to be held for his children, to be invested according to his judgment.

5th.

I give to my sister Fannie J. Rawlings the sum of Five Thousand Dollars (\$5000.00) and my life insurance policy of Five thousand Dollars to be hers so that she may have for her support the total sum of Ten Thousand Dollars (\$10,000.00).

6th.

To my brother S. Gambrill Rawlings the sum of Twenty-five hundred dollars (\$2500.00), and to my sister-in-law Nellie D. Rawlings the sum of One Thousand Dollars for her use and her children, and to my daughter-in-law Mary McR. Rawlings the sum of Five Hundred Dollars (\$500.00) and to Samuel Anderson, if he survives me, the sum of One Hundred Dollars (\$100.00).

7th.

I give to my sister-in-law Emma L. Lindsay, if she survives me, the sum of Five Hundred Dollars (\$500.00).

8th.

And as a memorial to my late wife Margaret D. Rawlings I give the sum of Two Hundred Dollars (\$200.00) each to The Home for the Aged of the Methodist Episcopal Church, Fulton Avenue, and Franklin Street, Baltimore, Maryland, The Kelso Home and Orphanage, Garrison and Forest Avenues, Baltimore, Maryland, and The Women's Foreign Missionary Society of the Methodist Episcopal Church.

9th.

And I give unto The Baltimore City Missionary & Church Extension Society of the Methodist Episcopal Church, and The Preachers Aid Society of the Methodist Episcopal Church of Baltimore City, the sum of Two Hundred (\$200.00) dollars each.

10th.

I authorize, empower and direct my Executors hereinafter named to sell and convey any part or all of my real estate wheresoever situate, and the live stock, farming implements and equipment of every kind that may be located thereon, and apply the proceeds to the payment of the debts and legacies herein mentioned in so far as may be necessary, and all the rest and residue of my estate I give to my said Executors to be distributed in their discretion among my children, and such other persons as I may designate to them in writing and no purchaser shall be required to look to the application of the purchase money.

I hereby constitute and appoint my son, Joshua S. Rawlings, Junior my son-in-law, Charles T. Marsden and my friend and kinsman, Richard M. Duvall, executors of this my Last Will and Testament, and request that they be excused from giving bond.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18th day of June, in the year 1921.

J. S. RAWLINGS, SR. (SEAL)

Signed, Sealed, Published and declared by the above named Testator as and for his last will and testament, in our presence, who at his request in his presence and in the presence of each other, have hereto subscribed our names as witnesses.

J. M. FISHER (SEAL)

3710 Forest Pk. Ave.

GEO. A. ANDREWS (SEAL)

1212 Madison Ave.

Baltimore City, ss.

On the 1st day of May, 1925, came Charles M. Marsden and made oath in due form of law, that he does not know of any Will or Codicil of Joshua S. Rawlings, Sr., late of said City, deceased, other than the above instrument of writing, and that this Will was found among private effects of Testator. Testator departed this life on the 21st day of April, 1925.

SWORN TO in open Court.

TEST: EDWIN R. DOWNES

Register of Wills for Baltimore City.

Baltimore City, ss.

On the 1st day of May, 1925, came J. M. Fisher and Geo. A. Andrews the two subscribing witnesses to the foregoing last Will and Testament of Joshua S. Rawlings, Sr., late of said city, deceased, and made oath in due form of law, that they did see Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they subscribed their names as witnesses



to this Will in his presence at his request; and in the presence of each other.

SWORN TO in Open Court.

TEST:

EDWIN R. DOWNES

Register of Wills for Baltimore City.

IN THE ORPHANS' COURT OF BALTIMORE CITY:

The Court, after having carefully examined the above last Will and Testament of Joshua S. Rawlings, Sr., late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 1st day of May, 1925, that the same be admitted in this Court as to the true and genuine last Will and Testament of the said Joshua S. Rawlings, Sr., deceased.

JUDGES

MYER J. BLOCK

HARRY C. GAITHER

MARYLAND, SC.

THE STATE OF MARYLAND.

To all Persons to whom these Presents shall come- Greetings:

KNOW YE, that the Last Will and Testament of Joshua S. Rawlings, Sr., of Baltimore City, deceased, hath in due form of law been exhibited, filed and recorded in the Office of the Register of Wills for Baltimore City, a copy of which is to these presents annexed; and administration of all the goods, chattels and credits of the deceased is hereby granted and committed unto Charles T. Marsden and Richard M. Duvall the Executors by the said Will appointed

(SEAL)

(PLACE)

WITNESS: MYER J. BLOCK, Esq.,

Chief Judge of the Orphans' Court of  
Baltimore City, this 1st day of May in the  
year of our Lord nineteen hundred and twenty-six

TEST:

EDWIN R. DOWNES

Register of Wills for Baltimore City.

STATE OF MARYLAND, BALTIMORE CITY, ss.

I, EDWIN R. DOWNES, Register of Wills, and, by law, keeper of the Seal and of the Records of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the foregoing is a true and full copy of the Last Will and Testament of Joshua S. Rawlings, Sr., late of said city, deceased, together with proof & probate taken from Wills Liber E. R. D. #153 folio 169, etc., being one of the records, filed, recorded and kept in the office of the Register of Wills for Baltimore City, also copy of Letters Testamentary granted under Will attached. Said Letters still in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this 12th day of February in the year of our Lord nineteen hundred and twenty seven.

(COURT)

Edwin R. Downes

(SEAL)

Register of Wills for Baltimore City.

RICHARD M. DUVALL, and

:

In the

CHARLES T. MARSDEN, EXECUTORS, &c., et al.

:

Circuit Court of Baltimore

VS

:

City.

CHARLES T. MARSDEN, et al.

:

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE JOINT AND SEVERAL ANSWER of Charles T. Marsden, and J. Millard Fisher, surviving co-partners of the firm of Rawlings-Implement Company to the Bill of Complaint heretofore, in this cause, against them exhibited.

These defendants do hereby admit the allegations of the said Bill of Complaint, and consent to such decree as the Court may pass in the premises.

These defendants having fully answered pray to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC..

Charles B. Bosley,

Solicitor for Defendants.

DOCKET 67 A, folio 153

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION of the plaintiffs in the above entitled cause respectfully shows:

1st. That the Bill of Complaint filed in this cause on March 16th, 1927, prayed among other things that this Honorable Court would assume jurisdiction of the further administration of the estate of the late Joshua S. Rawlings, Sr., deceased, therein mentioned, to the exclusion of the Orphans' Court of Baltimore City, but no order respecting said jurisdiction was therein passed, but on the petition of your Petitioners, the case was inadvertantly submitted for decree, and the papers in the case were submitted to the Auditor and Master to examine the same, and report in the usual manner. The Master has not yet reported in the case, because of certain difficulties your Petitioners, the Executors of the said estate, have met with in the administration of said estate.

2nd. That the Executors have now made sales of all the property belonging to the Testator, and unsold at the time of the filing of said Bill of Complaint, and they are ready to report the said sales to the Court for ratification and believe that it would be proper that such report should be made and ratified by this Honorable Court before the Auditor and Master makes his final report.

Your Petitioners, therefore, pray that an order be passed by this Honorable Court assuming jurisdiction of the further administration of said estate, so that said report of sales may be duly made and acted upon by this Court.

AND AS IN DUTY BOUND, ETC.

Duvall Baldwin, & Bosley.

Richard M. Duvall, Plaintiff

Chas. T. Marsden, a Defendant.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of August, in the year One Thousand Nine Hundred and Twenty-seven, before me, the Subscriber, a Notary Public, of said State, in and for said City, personally appeared Charles T. Marsden, one of the Executors as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of his information, knowledge and belief.

WITNESS my hand and seal Notarial.

(SEAL) (PLACE)

Susie W. Marshall, Notary Public.

ORDERED by the Circuit Court of Baltimore City, this first day of August, in the year 1927, on the aforegoing Petition that this Court now assume jurisdiction of the further administration of the estate of the late Joshua S. Rawlings, Sr., deceased, and of the trusts and duties imposed upon Richard M. Duvall, and Charles T. Marsden, Executors of the last Will and Testament of said deceased.

Charles F. Stein.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE REPORT OF SALES, and of other transactions made and performed in the estate of Joshua S. Rawlings, Senior, late of Baltimore City, deceased, by Richard M. Duvall, and Charles T. Marsden, the Executors of the last Will and Testament of said deceased, respectfully shows:

1st. That on or about the first day of August, ---1927, by an order passed in this cause, this Honorable Court assumed jurisdiction over the further administration of said estate, and the Execution of the trusts and powers relating thereto, the same having been theretofore administered in the Orphans' Court of Baltimore City, wherein the Will of said deceased was duly probated, and letters testamentary were granted to these Executors, and an inventory of the Testator's personal estate was filed by them, and other proceedings had, as by reference thereto will fully appear.

2nd. That in the exercise of the powers and trusts conferred upon them by said Will, these Executors sold (as stated in said Bill of Complaint filed in cause) the largest part of the real estate of said Testator, (located near Severn Cross Roads in Anne Arundel County), to Charles G. Baldwin and wife, for the sum of Ninety-four Hundred (\$9400.00) Dollars, (the same being the appraised value thereof made by Messrs. W. G. Williams, and John Watts, two disinterested parties, well acquainted with the value of lands in said County) and reported said sale to said Orphans' Court, where the same was finally ratified and confirmed, and in pursuance thereof, and of the terms of said Report of Sale, a deed was duly executed for said lands by these Executors to said purchasers, from whom a purchase money mortgage of the lands so sold and conveyed was taken by these Executors for the sum of Five Thousand (\$5000.00) Dollars, (a part of said purchase price.), payable within three (3) years from February, 1927, with interest at the rate of six per centum per annum, (as in said Report of Sale and Mortgage set forth), and the balance Forty-four Hundred (\$4400.00) Dollars of said purchase price was received by the Vendors in cash, as by reference to said proceedings in said Orphans' Court in said estate, and to said deed, and mortgage, both dated March 11th, 1927, and duly recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 23 &c., and No. 17, folio 33 &c , --respectively, will fully appear.

3rd. That the largest part of the Testator's estate consists of his interest in the assets, property and good-will of the firm or co-partnership of Rawlings Implement Company, as mentioned, described and enumerated in the Bill of Complaint filed in this cause, and in a proposition and offer made to these Executors by Messrs. Charles T. Marsden and J. Millard Fisher, the surviving partners of said firm, hereto attached & filed; which co-partnership interest of the Testator in said firm as set forth and shown by its books and records, and particularly in the balance sheet of the assets and liabilities thereof, (filed in this cause with said Bill of Complaint as an Exhibit), embraces and consists of money due the deceased by the firm at the time of his death, (April 21st, 1925), merchandise, farm implements, machinery, tools and appliances of sundry kinds, including the business and good-will of the Kanawha Pump Works, and bills and accounts receivable, office, store, and warehouse furniture, and fixtures, business signs, stationery, catalogues, and advertising matter, and the Capital Stock owned by the firm in the Red Jacket Manufacturing Company. The aforesaid property and assets have been appraised by Messrs. Charles F. Wiseman, and James M. Hobbs, two disinterested persons, having large experience in the same line of business, and appointed by this Court for the purpose, and valued by them at not more than fifty (50) per cent of the book value thereof (\$89,413.77 as shown by said balance sheet) should the same be sold at public or private sale in bulk, or as a whole, and not in the ordinary course of trade, which latter method is deemed to be impracticable. These Executors have made

numerous inquiries of different persons in commercial business as to the usual and most advantageous method to be pursued in the circumstances, and they all advise that the surviving partners could and probably would give more for the interest of the Testator in said firm assets and property than any one else, and therefore, after conferring with all the adults interested in said estate, and getting their consent, these Executors solicited a bid therefor from the surviving partners, who have made in writing a proposal (the same attached hereto) to the interest of the Testator in said firm at and for the sum of Seventy Thousand (\$70,000.) Dollars, the same to be paid or satisfied partly in the First Preferred Stock, and partly in the Second Preferred Stock of a new corporation to be formed by them under the laws of the State of Maryland, and under the name and style of "The Rawlings Implement Company", to take over all the property, assets, good-will and property of the said co-partnership of "Rawlings Implement Company", subject to all its debts, liabilities and obligations, as shown by said balance sheet, the manner and terms of incorporating said Company, and its total Capital Stock, amounts of the several classes thereof, and the terms and conditions, rights, preferences and priorities of said two classes of Preferred Stock are fully set forth and declared in said proposition herewith filed, and prayed to be taken as a part hereof. These Executors further show that they believe that said proposition is from every view point the best that they can or will be able to obtain for their Testator's interest in said co-partnership assets and property, and they believe the approval and ratification of the same by this Honorable Court will be to the best interest and advantage of all persons (including the said infants), interested in the final settlement of said estate.

4th. And in further execution of said powers these Executors have (as stated in said Bill of Complaint, and subject to ratification by this Court) sold to Mrs. Katherine R. Marsden, the Testator's only surviving child, for the sum of Twenty-five Hundred (\$2500.00) Dollars the county home of the Testator located at Severn Cross Roads, in Anne Arundel County (said purchase price being the appraised value thereof, as made by the said W. G. Williams, and John Watts), the said lot being shown as lot No. 1 on a Plat thereof made by Richard Baldwin, Civil Engineer and Surveyor, and described as follows: Beginning for the same at the intersection of the centre of the Baltimore and Annapolis Public road (now known as the General's Highway), with the centre of the Millersville-Indian Landing Public Road, and running thence westerly binding on the centre of said last mentioned road two hundred and fifteen (215) feet, more or less, to intersect the division line between the lot now being described, and the lot next adjoining to the west thereof as laid down on said plat, thence binding on said division line North 29 degrees and 58 minutes West three hundred and sixty-three (363) feet, more or less, to intersect the North 58 degrees 43 Minutes East six hundred and fourteen (614) feet (more or less) line of the land recently conveyed by these Executors to Charles G. Baldwin and wife, by deed dated March 11th, 1927, and duly recorded among the Land Records of said County; thence easterly binding on said last mentioned line one hundred and forty-three and three-fourths (143.75) feet to the end thereof, thence still binding on the line of said deed, the two following courses and distances, viz: North 31 degrees 43 minutes West 75 feet (75) feet, and North 58 degrees 43 minutes East one hundred and fifteen (115) feet, more or less, to the centre of said General's Highway, and thence southerly binding on the centre of said Highway four hundred and sixty (460) feet, more or less, to the place of beginning. Laid out for, and containing one and seven hundred and seventy-five thousandths (1,775) acres, (clear ----- of the land in said public roads); together with the improvements thereon, and the rights and appurtenances thereto belonging.

5th. And as stated in said Bill of Complaint, these Executors have had divided into three parts or subdivisions (as nearly equal as may be), lot No. 2 (on the said plat recently made by Richard Baldwin, Civil Engineer and Surveyor), located at or near Severn Cross Road, in Anne Arundel County, and as aforesaid, appraised as a whole (including the right of way described in a deed from these Executors to Charles G. Baldwin and wife, dated March 11th, 1927, and duly recorded among the Land Records of said Anne Arundel County), at One Thousand (\$1,000.00) Dollars,

And in execution of the trusts and powers in them vested as aforesaid, by the Will of Joshua S. Rawlings, deceased, they have sold subject to the ratification of this Court, to Mrs. Mary McRae Rawlings at and for the sum of Three Hundred and Thirty-three and 34/100 (\$333.34) Dollars, subject to ratification and confirmation by this Court, the easternmost one of said sub-divisions, which is described as follows: Beginning for the same at the intersection of the centre of said Millersville-Indian Landing Public Road, with the division line between the lot now being described, and the lot to the east thereof, sold by these Executors to Katherine R. Marsden, said point of beginning being two hundred and fifteen (215) feet, more or less, westerly from the intersection of the centre of the Public Road last mentioned, with the centre of said Public Road, now known as the General's Highway, leading from Baltimore to Annapolis, and running thence westerly binding on the centre of said Millersville-Indian Landing Road, one hundred and twenty-three (123) feet, more or less, to the division line between the lot now being described, and that next adjoining on the west thereof, as laid down on said Plat, thence northerly binding on said last mentioned division line three hundred and sixty-two (362) feet, more or less, to intersect the North 58 degrees 43 minutes East six hundred and fourteen (614) feet line of said deed from these Executors to said Charles G. Baldwin and wife; thence easterly binding on said last mentioned line one hundred and forty-four (144) feet to intersect the north 29 degrees and 58 minutes West three hundred and sixty-three (363) feet line of the land sold by these Executors to Katherine R. Marsden, and thence southerly reversing and binding on said line to the place of beginning. Laid out for, and containing one and two one-hundredths (1.02) acres, clear of the land in said Public Road, and in the right of way described in said deed from these Executors to said Charles G. Baldwin and wife. Together with the rights and appurtenances to the same belonging, or appertaining, and particularly with the right and privilege of the use in common, as set forth in said deed to Charles G. Baldwin and wife, of the right of way in said deed mentioned.

6th. And in pursuance of the powers vested in them, as aforesaid, these Executors have agreed with Mrs. Mary McRae Rawlings to sell and convey to her infant daughter, and ward, Mary Margaret Rawlings, at and for the sum of Three Hundred and Thirty-three and 33/100 (\$333.33) Dollars, subject to ratification and confirmation by this Court, the next adjoining one of said sub-divisions of lots (being the middle one thereof), described as follows: Beginning for the same at the intersection of the centre of the Millersville-Indian Landing Public Road, with the division line between the lot now being described, and the lot to the east thereof sold as aforesaid to the said Mary McRae Rawlings for herself, said point of beginning being three hundred and thirty-eight (338) feet, more or less, westerly from the intersection of the centre of the Public Road last mentioned with the centre of the Public Road, now known as the General's Highway, leading from Baltimore to Annapolis, and running thence westerly bounding on the centre of said Millersville-Indian Landing Public Road one hundred and twenty-three (123) feet, more or less, to the division line between the lot now being described and that next to the west thereof, as

laid down on said plat; thence northerly binding on said last mentioned division line three hundred and sixty-one (361), more or less, to intersect the North fifty-eight degrees 43 minutes East six hundred and fourteen (614) feet line of the deed from these Executors to said Charles G. Baldwin and wife; thence easterly binding on said last mentioned line one hundred and forty-four (144) feet, to a point two hundred and eighty-seven and three-fourths (287.75) feet westerly from the end thereof, and at the end of the second or division line of the lot of ground sold to said Mary McRae Rawlings and thence southerly reversing said second line, and binding thereon three hundred and sixty-two (362) feet to the place of beginning. Laid out for, and containing one and two one-hundredths (1.02) acres, clear of the land in said Public Road, and in the right of way described in said deed from these Executors to said Charles G. Baldwin and wife. Together with the rights and appurtenances to the same belonging, or appertaining and particularly with the right and privileges of the use in common, of said right of way as set forth in said deed to Charles G. Baldwin and wife.

7th. And in pursuance of the powers vested in them, as aforesaid, these executors have agreed with Mrs. Mary McRae Rawlings to sell and convey to her infant daughter, and ward, Catherine Elizabeth Rawlings, at and for the sum of three hundred and thirty-three and 33/100 (\$333.33) Dollars, subject to ratification and confirmation by this Court, the westernmost one of said sub-divisions or lots (adjoining on the east the lot sold, as aforesaid, for said Mary Margaret Rawlings), and described as follows: Beginning for the same at the intersection of the centre of the Millersville-Indian Landing Public Road, with the division line between the lot now being described, and the lot to the east thereof, sold as aforesaid to the said Mary Margaret Rawlings, said point of beginning being four hundred and sixty-one (461) feet, more or less, westerly from the intersection of the centre of the Public Road last mentioned with the centre of said Public Road, now known as the General's Highway, leading from Baltimore to Annapolis, and running thence westerly binding on the centre of the Millersville-Indian Landing Road one hundred and sixty-three (163) feet, more or less, to the division line between the lot now being described, and the lands of the heirs of the late Dr. Harry B. Gantt, as laid down on said plat, thence northerly binding on said last mentioned division line three hundred and sixty (360) feet, more or less, to intersect the North 58 degrees 43 minutes East six hundred and fourteen (614) feet line of the deed from these Executors to said Charles G. Baldwin and wife, dated March, 11th, 1927, and duly recorded among the Land Records of said County; thence easterly binding on said last mentioned line one hundred and eighty-four (184) feet to intersect the second or division line of the lot of ground sold to the said Mary McRae Rawlings for the said Mary Margaret Rawlings, and thence southerly reversing the same, and binding thereon three hundred and sixty-one (361) feet to the place of beginning. Laid out for and containing one and two one-hundredths (1.02) acres, clear of the land in said Public Road, and in the right of way described in said deed from these Executors to said Charles G. Baldwin and wife. Together with the rights and appurtenances to the same belonging, or in any manner appertaining; subject, however, to the right of way described and mentioned in the said deed from these Executors to Charles G. Baldwin and wife, for the use and benefit of the owners and occupants of the lot described in said deed, and the owners of the lot therein referred to as lot No. 2 on said Plat, before its sub-division into the three lots sold to said Mary McRae Rawlings, and her two daughters, Mary Margaret Rawlings, and Catherine Elizabeth Rawlings.

8th. These Executors have made diligent, but unavailing efforts by advertisements, and

through real estate agents, and brokers doing business in the vicinity, to sell and dispose of that part of the real estate of said Testator consisting of several adjoining lots of ground, and an apartment house thereon, located at Masonville, near Brooklyn, in the New Annex of Baltimore City, and described as follows: Beginning for the same at the southwest corner of Curtis and Marvin Streets, having a front on the west side of Curtis Street of one hundred feet, and extending back westerly along the south side of Marvin Street, with the same width all the way for depth one hundred feet to the east side of an alley twenty feet wide, with the use thereof in common. The improvements consist of an old frame Church, converted into five apartments-three on the first floor, with three (3) rooms each, and two on the second floor with three (3)----rooms each. The apartments are without either water, light or heating facilities, and are now, and were for some time before the death of the Testator, in an undesirable condition for tenants, and will require considerable expense for improvements before good tenants can be secure for them.

This property has been recently appraised by Messrs. George W. Abell, and Richard D. Goldsborough, two real estate brokers or agents, doing business in the City of Baltimore, at the sum of Twenty-eight Hundred (\$2800.00) Dollars, in fee-simple, as will appear from their written appraisal and report thereof, herewith filed as a part hereof. And there are also in the hands of these Executors undisposed of, and preventing them from fully winding up and closing this estate, certain chattels appraised in the Inventory of the Testator's personal effects filed in the office of the Register of Wills of this City, at \$39.00, and a balance of \$68.30 due and unpaid on the note of one A. Wilson for \$175.00 held by these Executors.

In the proposal of said surviving partners they have offered, in behalf of the Corporation of "The Rawlings Implement Company", to be formed as aforesaid, to purchase at their appraised value (\$39.00) from these Executors said chattels in their hands, and said balance(\$ 68.30) due on the note of said A. Wilson, and will pay, or cause to be paid therefor by said Corporation the said purchase price.

Said Surviving Partners by said proposal have also offered in behalf of the said Corporation (to be formed as aforesaid) to purchase in fee-simple from these Executors at and for the sum of Twenty-eight Hundred (\$2800.00) Dollars, its appraised value, the above mentioned apartment house, and lots of ground at Masonville, in Baltimore City, and in payment therefor to cause said Corporation (so as aforesaid to be formed) to issue to these Executors Fourteen Hundred (\$1400.00) Dollars, par value of its Second Preferred Stock, the same to be fully paid, and non-assessable, and to pay the balance of said purchase price Fourteen Hundred (\$1400.00) Dollars, in cash.

9th. These Executors are informed and believe that all the above mentioned offers are made, as aforesaid, in order to enable them to close up the estate of said Testator,-the surviving partners claiming that they are, and will be embarrassed in their said business until the estate is wound up. And they further show that all the adult legatees of said Testator (whose legacies are not fully paid or satisfied), have approved said proposal, and agreed to accept certain shares of said Second Preferred Stock in full of their respective legacies or of the balance due thereon, as aforesaid, as the case may be.

Respectfully recommended, and submitted by these Executors for action of this Honorable Court.

Duvall Baldwin & Bosley

Richard M. Duvall

Sols.

Chas. T. Marsden, Executors

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of August, in the year 1927, personally appeared

before me, a Notary Public, of the State of Maryland, in and for said City, Richard M. Duvall and Charles T. Marsden, Executors named in the above Report of Sale, and severally made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of their knowledge and belief, and that the sales therein reported were fairly made.

WITNESS my hand and seal Notarial.

(SEAL) (PLACE\_

Susie W. Marshall, NOTARY PUBLIC.

To Messrs. Richard M. Duvall and Charles T. Marsden, Executors,

Gentlemen:

The undersigned, surviving partners of the firm of Rawlings Implement Company, do hereby make to you as Executors of the last Will and Testament of Joshua S. Rawlings, our late deceased partner, the offer of the sum of SEVENTY THOUSAND (\$70,000.00) DOLLARS, to be paid as herein-after set forth, for all his interest and estate in and to all the assets and property belonging to the said firm at the time of his death, April 21st, 1925, and agree to assume and pay all the debts and obligations of said co-partnership of that date, as shown by the balance sheet of said assets and liabilities, dated October 1st, 1925, and filed in this cause, and as appears in the inventory of the merchandise and stock-in-trade of said co-partnership dated October 1st, 1925; the said assets, including the cash in hand, and in bank belonging to said firm April 1st, 1925, and the leasehold interest and estate in the warehouse now occupied by said firm known as Nos. 9-11 West Pratt Street, in Baltimore City (subject to the two annual rents amounting to \$42.22, and to the mortgage indebtedness thereon of \$40,000.00), and the merchandise and stock-in-trade consisting of farm implements, machinery, tools, and appliances of whatsoever kind, and the business and good-will of the Kanawha Pump Works, and all the bills and accounts receivable, of, fice, store and warehouse furniture, and fixtures, business signs, stationery, catalogues, and advertising matter, and the capital stock owned by the firm in the Red Jacket Manufacturing Company, the appraised value of the same (as made by Messrs. Wiseman and Hobbs, the appraisers appointed herein, by the Circuit Court of Baltimore City), being \$89,413.77, if sold in the ordinary course of trade, and \$50,000.00 if sold in bulk at public, or private sale; the said purchase price to be paid in Capital Stock of "THE RAWLINGS IMPLEMENT COMPANY", to be incorporated, as set forth in the Bill of Complaint filed in this cause, and as hereinafter mentioned, viz:

In First Preferred 6% Cumulative Redeemable Stock	\$25,000.00
" Second " " " " "	<u>45,000.00</u>
Total	<u>\$70,000.00</u>

2nd. And in this connection the undersigned surviving co-partners would state that said corporation is to take and bear the name of "THE RAWLINGS IMPLEMENT COMPANY", and is to be incorporated under the laws of the State of Maryland, with a total Capital Stock of One Hundred and Ten Thousand (\$110,000.00) Dollars, divided into twenty-two hundred (2200) shares of the par value of Fifty (\$50.00) Dollars each, which are to consist of three (3) classes, whereof three hundred (300) shares are to be Common Stock, amounting to the total par value of Fifteen Thousand (\$15,000.00) Dollars; five hundred (500) shares thereof are to be First Preferred Six Per Cent Cumulative Redeemable Stock, amounting to the par value of Twenty-five Thousand (\$25,000.00) Dollars, and fourteen hundred (1400) shares thereof are to be Second Preferred Six Per Cent Cumulative Redeemable Stock, amounting to the total par value of Seventy Thousand (\$70,000.00) Dollars.

The respective rights and liabilities, preferences and priorities, with the terms and



conditions upon which said stock is to be issued, and upon which said two classes of Preferred Stock shall or may be redeemed, respectively, are set forth in the proposed Certificate of Incorporation of said Company now in the hands of the said Executors.

The undersigned further state that after said Company is incorporated, they will transfer and convey to it all the good-will, assets and property of said co-partnership of Rawlings Implement Company, subject, however, to all the debts, liabilities and obligations of said co-partnership, in consideration of the transfer and delivery to them (the undersigned surviving co-partners), the following fully paid and non-assessable Capital Stock of said proposed Corporation, viz:

All the said three hundred (300) shares of Common Stock amounting to Fifteen Thousand (\$15,000.00) Dollars, par value, and all the said five hundred (500) shares of the said "First Preferred Six Per Cent Cumulative Stock", (redeemable in amounts of Five Thousand (\$5,000.00) Dollars per annum, accounting from October 1st, 1927), the same amounting to the total par value of Twenty-five Thousand (\$25,000.00) Dollars; and Nine Hundred (900) shares of the fourteen hundred (1400) shares of said "Second Preferred Six Per Cent Cumulative Stock", (redeemable after all of said First Preferred Stock has been redeemed, as set out in the Certificate of Incorporation of said proposed Corporation, at the option of the said Corporation), amounting to the total par value of Forty-five Thousand (\$45,000.00) Dollars, the aggregate amount of all of said stock so to be transferred to the undersigned being Eighty-five Thousand (\$85,000.00) Dollars, par value, leaving in the treasury of the Corporation Twenty-five Thousand (\$25,00) Dollars par value of said Second Preferred Six Per Cent Cumulative Redeemable Stock.

3rd.-

We the undersigned surviving partners will out of said stock so as aforesaid to be transferred to us, assign and transfer to you, the Executors, all the 500 shares of said First Preferred Stock amounting to . . . . . \$25,000.00  
and 900 shares of the said Second Preferred Stock amounting to. . . . . 45,000.00  
Totalling the full amount of said purchase price . . . . . \$70,000.00

We, the undersigned surviving partners propopose, promise and agree, for ourselves, and so far as we are able to do so, for said proposed Corporation, to pay, on or before October 1st, 1927, in cash to Mary Margaret Rawlings, and Catherine Elizabeth Rawlings, the infant children of J. S. Rawlings, Jr., the notes of said firm held by them, amounting to . . . . . \$ 5,797.62

And they promise, and agree to transfer, and deliver, or cause to be transferred and delivered by said Corporation when formed, to Mary McRae Rawlings, widow of said J. S. Rawlings, Jr., on account of the note of \$4202.38 of said firm held by her, 84

shares of said Second Preferred Stock, amounting to . . . . . 4,200.00

And will pay, or cause to be paid to her in cash the balance of said note \$ 2.38

Thus paying and cancelling the full amount of said notes . . . . . \$10,000.00

4th. If the Court ratifies and approves the foregoing proposition, and also ratifies and approves the sale of the two lots of ground at Severn Cross\_ at \$666.66 taken by Mrs. Mary McRae Rawlings in behalf of her said two infant children, Mary Margaret Rawlings, and Catherine Elizabeth Rawlings, and also the sale of the adjoining lots, one taken by their mother at \$333.34, and the other lot with the improvements thereon taken by Mrs. Marsden-at \$2500., then, according to the information of the undersign partners, the only matters in the way of speedily closing and winding up the estate, are the fact that the balance of \$68.30 on a note of \$175.00 held by the

Executors is unpaid, and certain chattels appraised at \$39.00, are, together with the apartment house and lots of ground at Masonville, in this City, unsold. Therefore, in order to have the estate of the Testator promptly closed, the undersigned partners agree, in behalf of the Corporation to be formed, as aforesaid, that it will purchase from the Executors, the balance due on said note at its face value, and said chattels at their appraised value, and the said property at Masonville at Twenty-eight Hundred (\$2800.00) Dollars, its value, according to the appraisal of the real estate brokers, and pay, or cause to be paid by said Corporation, for the balance due on said note, and for said chattels, cash, as aforesaid, and in payment for said Apartment house, they will cause the Corporation to be formed, as aforesaid, to issue to the said Executors Twenty-eight (28) shares of the said Second Preferred Stock of said Corporation, at par, amounting to \$1400.00, and they will cause the balance thereof (\$1400.) to be paid in cash.

We, therefore, request that you accept this proposal and offer, and report the same to the Circuit Court for its approval and ratification in the usual manner.

Respectfully submitted,

Chas. T. Marsden

J. Millard Fisher

Surviving Partners of the firm of Rawlings Implement Company

RICHARD M. DUVALL, et al,	:	IN THE
Executors, & Others	:	CIRCUIT COURT
vs	:	FOR
Charles T. Marsden, et al.	:	BALTIMORE CITY

ORDER NISI ON REPORT OF SALES.

ORDERED, by the Circuit Court of Baltimore City this 11th day of August, 1927, that the private Sale of the property and the method of settling interest in a partnership mentioned in these proceedings, made and reported by Richard M. Duvall and Charles T. Marsden Executors of the last Will and testament of Joshua S. Rawlings, deceased, be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of September 1927; Provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 7th day of September, 1927.

The Report states the amount of settlements and sales to be \$76407.00 in cash & securities.

Joseph N. Ulman \_\_\_\_\_

True Copy. Test: \_\_\_\_\_ Clerk.

CERTIFICATE OF PUBLICATION.

Baltimore, Aug. 26th, 1927 153-A

We hereby certify that the annexed advertisement of Order Nisi Circuit Court of Baltimore City, Case of Richard M. Duvall, et al executors, etc., et al. vs Charles T. Marsden, et al. was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 7th day of September, 1927. First insertion August 12th 1927.

THE DAILY RECORD Per C. Watkins

Docket No. 67 A, folio 156

DECREE

This cause standing ready for hearing, and having been submitted and referred by the Court to the Master, and his report having been filed herein, the proceedings were read and

considered;

It is this 15<sup>th</sup> day of September, 1927, ADJUDGED, ORDERED AND DECREED that the Report of Sales made by Richard M. Duvall, and Charles T. Marsden, Executors of the last Will and Testament of Joshua S. Rawlings, deceased, and by them filed in this cause for confirmation, to Katherine R. Marsden, and to Mary McRae Rawlings, and to Mary Margaret Rawlings, (an infant), and to Catherine Elizabeth Rawlings (an infant), be and the same is hereby finally ratified and confirmed.

And it is further ADJUDGED, ORDERED AND DECREED that the proposal or offer (as contained in said Report of Sales, and attached proposal) of Charles T. Marsden and J. Millard Fisher to settle for the interest and share of said Testator in and to the assets and property of the firm or co-partnership of Rawlings Implement Company, doing business at Nos. 9-11 West Pratt Street, in the City of Baltimore, and to pay for the same in the Capital Stock of a corporation to be forthwith incorporated under the laws of the State of Maryland by the name of "THE RAWLINGS IMPLEMENT COMPANY", taking over all the assets of said co-partnership, and having a total Capital Stock of One Hundred and Ten Thousand (\$110,000.00) Dollars, (consisting of Common Stock of the par value of \$15,000., and of First Preferred Stock of the par value of \$25,000., and of Second Preferred Stock of the par value of \$70,000., with the respective rights and liabilities, preferences and priorities, and with the terms and conditions upon which the same is to be issued, and upon which said Preferred Stock shall or may be redeemed, as set forth in said proposal, and the Certificate of Incorporation, and these proceedings), be and the same is hereby approved, ratified and confirmed; and the manner, terms and conditions upon which said Company is to be formed and incorporated, as set forth in these proceedings, is likewise approved, ratified and confirmed.

And it is further ADJUDGED, ORDERED AND DECREED that the Report of Sale to said Charles T. Marsden, and J. Millard Fisher, co-partners, of the said apartment house located at Masonville, in said City, and the chattels, and note mentioned in said Report, and proposed to be paid for in cash and said Second Preferred Stock of said proposed Corporation, be and the same are hereby approved, ratified and confirmed.

AND it is further ADJUDGED, ORDERED AND DECREED that the terms and conditions of payment (as set forth in said proposal and report), of the notes of said firm taken and held by Mary McRae Rawlings, as guardian of her infant children, as their part of the interest and share of their father, the late J. Soule Rawlings, Jr., deceased, be and the same are hereby approved, ratified and confirmed.

H. Arthur Stump \_\_\_\_\_

This is a proper decree to be passed in this case after September 14, 1927 if no exceptions be filed by that time to the report of sales and settlement herein mentioned.

William P. Lyons, Auditor and Master.

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint, Plaintiffs' Exhibit A, Joint and Several Answer of Charles T. Marsden and J. Millard Fisher, Petition, Report of Sales and Proposal, Order Nisi, Certificate of Publication, and Decree now on file in this office in the cause therein entitled above.

In Testimony Whereof, I hereby set my hand and affix the seal of the said CIRCUIT COURT, this 20th day of September, A.D., 1946.

(Court Seal)

Henry J. Ripperger, Clerk.

Filed Nov. 15, 1948.

EMMA W. LORD, individually,  
 and as administratrix of the  
 estate of WILLIAM CRAIG LORD,  
 deceased,  
 DOROTHY L. FOWLER, and  
 J. W. FOWLER, her husband,  
 ROBIN C. LORD, and  
 MARY B. LORD, his wife,  
 MARY L. MOLTER, and  
 NELSON J. MOLTER, her husband,  
 Plaintiffs,  
 vs  
 VIRGINIA L. REINECKE, and  
 RICHARD REINECKE, her husband,  
 ELEANOR T. LORD, unmarried.  
 Defendants.

NO. 9319 EQUITY  
 IN THE CIRCUIT COURT  
 FOR  
 ANNE ARUNDEL COUNTY

: : : : : :

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The plaintiffs respectfully show:-

1. That William Craig Lord died intestate, seized and possessed of the following parcels of land in Anne Arundel County, Maryland.-

(1) A tract of about five acres improved by a dwelling containing fifteen rooms and bath, conveyed to him by Curtis Creek Mining, Furnace and Manufacturing Company by deed dated July 20, 1912 recorded among the land records of Anne Arundel County in liber G.W. 92, folio 229, of which a certified copy is herewith filed as exhibit 1. This property is subject to a mortgage held by the Annapolis, Maryland branch of The County Trust Company of Maryland.

(2). A tract of about 2.75 acres, conveyed to him and Maud H. Lord, his wife, as tenants by entireties in fee simple, by the same grantor company, by deed dated August 5, 1921 reorded among said land records in Liber W.N.W. 78 folio 351, a certified copy being herewith filed as exhibit 2. The said Maud H. Lord departed this life before the death of W. Craig Lord.

(3) A tract of one-half acre conveyed to W. Craig Lord and Maud H. Lord, his wife, as tenants by entireties in fee simple, by said grantor company, by deed dated June 23, 1923, recorded among said land records in Liber W.N.W. 78 folio 354, a certified copy of which is herewith filed as exhibit 3. As stated before, Maud H. Lord departed this life before W. Craig Lord.

2. That in addition to said mortgage debt, there are judgment and other creditors of William Craig Lord of record, to be shown at the hearing of this bill; and he is indebted for State and County taxes on said properties. That his personal estate is not sufficient to pay his debts, and the costs of administering his estate in the Orphans Court. That notice to creditors is being published but has not expired.

3. That William Craig Lord was survived by his widow, Emma W. Lord, and by all of the children born to him in his life time or thereafter, namely:- Dorothy L. Fowler married to J. W. Fowler; Robin C. Lord married to Mary B. Lord; Virginia L. Reinecke, married to Richard

Reinecke; Eleanor T. Lord, unmarried; Mary L. Molter married to Nelson Molter. All of said parties are twenty-one years of age or more. They are the only heirs at law of William Craig Lord, who had no other children, natural or by adoption.

4. That the said parcels of land are not susceptible of division in kind without loss or injury to the parties interested, and it is to the interest and advantage of all parties having rights therein that the same shall be sold and the proceeds of sale divided.

TO THE END THEREFORE: (1) That a trustee be appointed to sell said parcels of land, to pay out of the proceeds of sale, or satisfy, any liens and encumbrances thereon, and claims against the estate in the Orphans Court, and distribute the residue, all under the jurisdiction and supervision of this Court.

(2) And for such other and further relief as the nature of the case may require.

MAY IT PLEASE YOUR HONORS, to grant writs of subpoena to the plaintiffs, directed to the defendants, Virginia L. Reinecke, Richard Reinecke, who reside at Severn P.O., Anne Arundel County, Md., Maryland, and to Eleanor T. Lord, who resides at 822 Park Avenue, Baltimore, Md., commanding them to be in this Court in person or by solicitor on or before some certain day, to answer the premises and abide by and perform such decrees as may be passed therein.

AND AS IN DUTY BOUND, Etc.

Samuel J. Macaluso

Solicitor for the plaintiffs.

Emma W. Lord, individually

Emma W. Lord, Administratrix

Dorothy L. Fowler

J. W. Fowler

Robin C. Lord

Mary B. Lord

Mary L. Molter

Nelson J. Molter

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 24th day of September, 1947, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared EMMA W. LORD, AND SHE DID make oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true and bonafide as there stated, to the best of her information, knowledge and belief.

Witness my hand and notarial seal.

(Notarial Seal)

Henry J. Tarantino, Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 1st day of October, 1947, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared MARY L. MOLTER and NELSON J. MOLTER, her husband, and they did make oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true and bonafide as there stated, to the best of their information, knowledge and belief.

Witness my hand and notarial seal.

V. T. Sandrock Notary Public

(NOTARIAL SEAL).

STATE OF WASHINGTON, KITSAP COUNTY, Sct;

I HEREBY CERTIFY, that on this 7 day of October, 1947, before the subscriber, a notary public of the State of Washington, in and for Kitsap County, personally appeared DOROTHY L. FOWLER and J.W.

FOWLER, and they made oath in due form of law that the matters set forth in the foregoing bill of complaint are true to the best of their knowledge, belief, and information.

Witness my hand and notarial seal.

*S e l* (NOTARY SEAL)

E. R. Prisk Notary Public

STATE OF MARYLAND, HARFORD COUNTY, Set:

I HEREBY CERTIFY, that on this 26th day of September, 1947, before the subscriber, a notary Public of the State of Maryland, in and for Harford County, personally appeared ROBIN C. LORD and MARY B. LORD and they made oath in due form of law that the matters stated in the foregoing Bill of complaint are true and bona fide as there set forth, to the best of their information, knowledge and belief.

Witness my hand and notarial seal.

(Notarial Seal)

Lillian E. Davis, Notary Public

Filed October 15, 1947.

D E E D

Complainant's Exh. No. 1.

THIS DEED, made this 20th day of July in the year nineteen hundred and twelve by the Curtis Creek Mining, Furnace and Manufacturing Company, a body corporate of the State of Maryland, of the first part, to W. Craig Lord, of Anne Arundel County, in said State, of the second part.

WITNESSETH, that in consideration of sum of Five Hundred Dollars (\$500.00) to it in hand paid, the receipt of which is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said party of the second part, his heirs and assigns in fee simple,

ALL that piece or parcel of ground, situate, lying and being in the Fifth Election District of Anne Arundel County, in the State aforesaid, more particularly described as follows:

BEGINNING for the same at the intersection of the Northwest side of D Street as laid down on the plat of Glen Burnie recorded among the Land Records of Anne Arundel County in Liber S.H.G. No. 35, folio 104, &c., where it is intersected by the Western-Most line of the right of way of the Annapolis & Baltimore Shortline Railway Company; and running thence along said right of way North Twenty-two degrees Forty-five minutes West Six Hundred feet (N.22°45' W. 600'); thence leaving said right of way and parallel to D. Street South Thirty degrees South Thirty degrees West Four Hundred and Fifty-nine Feet (S.30° W. 459'); thence parallel to said railroad South twenty-two degrees Forty-five minutes East Six Hundred feet (S. 22° 45' E. 600') to the Northwest side of D Street; and thence along the Northwest side of D St., North Thirty degrees East Four Hundred and Fifty-nine feet (N.30° E. 459') to the place of beginning. Containing five acres (5A.) of land, more or less.

BEING part of the same land, which was conveyed to the said Curtis Creek Mining, Furnace and Manufacturing Company by William W. Glenn, Trustee, and Charles H. Pitts, by Deed bearing date the 22d day of September, 1858, and recorded among the Land Records aforesaid in Liber N.H.G. No. 7, folio 342, &c.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, waters, easements, privileges, appurtenances and advantages of the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described or mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said W. Craig Lord, his heirs and assigns in fee simple forever.

AND the said Curtis Creek Mining, Furnace and Manufacturing Company covenants with the said W. Craig Lord that it will warrant specially the property hereby granted and that it will execute such further assurances of the same as may be requisite.

AND the said Curtis Creek Mining, Furnace and Manufacturing Company of Baltimore City, in the State aforesaid, to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this Deed before any person having authority to take such acknowledgments to the intent that the same may be duly recorded.

WITNESS the corporate seal of the said Curtis Creek Mining, Furnace and Manufacturing Company and the hand of its President.

TEST: Mary Forbes

John M. Glenn President

(CORPORATE SEAL)

ATTEST: JOHN GLENN, JR., Secretary.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of July in the year nineteen hundred and twelve before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared George G. Carey, the Attorney named in the foregoing Deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Deed to be the act of the Curtis Creek Mining, Furnace and Manufacturing Company.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Teresa M. Blondell, Notary Public

Recorded Sept. 22", 1912

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber G. W. No.92, folio 229, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 15th day of October, A. D. 1947.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed Oct. 15, 1947.

COMPLAINANT'S EXH. NO. 2 - DEED.

THIS DEED, made this 5th day of August in the year nineteen hundred and twenty-one by the Curtis Creek Mining, Furnace and Manufacturing Company, a body corporate of the State of Maryland, of the first part, to W. Craig Lord and Maud H. Lord, his wife, of Anne Arundel County, in said State, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00) to it in hand paid, the receipt of which is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said parties of the second part, their assigns, the survivor of them, and the heirs and assigns of such survivor in fee simple.

ALL that piece or parcel of ground, situate, lying and being in the \_\_\_th Election District of Anne Arundel County, in the State aforesaid. designated as Lot No. fifty-seven hundred (5700) on Plat No. Five (5) of the Lands of the Curtis Creek Mining, Furnace and Manufacturing Company in the possession of said Company and intended to be recorded among the Land Records of Anne Arundel County, which said piece or parcel of ground is more particularly described as follows:

BEGINNING for the same on the South West side of the Right of Way of the Baltimore and Annapolis Shortline Railroad at the beginning of the second line of the land conveyed by the party hereto of

the second part, by Deed dated the 20th day of July, 1912, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 92, folio 229, etc; and running thence with said second line South thirty degrees twenty-three minutes West four hundred and fifty-nine feet (S. 30° 23' W 459 ft.) to the end thereof; thence projecting the third line of the land conveyed as aforesaid reversely North twenty-seven degrees twenty-six minutes West (N. 27° 26' W) to the centre of Saw Mill Branch and the outlines of the land conveyed by the party hereto of the first part to J. C. Cromwell, by Deed dated the 27th day of September, 1858, and recorded among the Land Records aforesaid in Liber N.H.G. No. 7, folio 439, etc; and thence following the meanderings of said stream and the outlines of the land conveyed as aforesaid to J. C. Cromwell in a general Northerly and Easterly direction to the place of beginning. Containing two and three-quarters acres (2 3/4A) of land, more or less. The courses in the above description are referred to the magnetic meridian of 1912.

BEING part of the same land, which was conveyed to the said Curtis Creek Mining, Furnace and Manufacturing Company by William W. Glenn, Trustee, and Charles H. Pitts, by Deed bearing date the 22d day of September, 1858, and recorded among the Land Records aforesaid in Liber N.H.G., No. 7, folio 342, &c.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, waters, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said land and premises above described or mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said W. Craig Lord and Maud H. Lord, his wife, as tenants by the entirety, their assigns, the survivor of them, and the heirs and assigns of such survivor in fee simple forever.

AND the said Curtis Creek Mining, Furnace and Manufacturing Company covenants with the said W. Craig Lord and Maud H. Lord that it will warrant specially the property hereby granted and that it will execute such further assurances of the same as may be requisite.

AND the said Curtis Creek Mining, Furnace and Manufacturing Company doth hereby constitute and appoint George G. Carey of Baltimore City, in the State aforesaid to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this Deed before any person having authority to take such acknowledgments to the intent that the same may be duly recorded.

WITNESS the corporate seal of the said Curtis Creek Mining, Furnace and Manufacturing Company and the hand of its President.

TEST: Hazel M. Wilson

John M. Glenn, President

ATTEST: (Corporate Seal)

John Glenn, Jr., Secretary.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of August in the year nineteen hundred and twenty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared George G. Carey, the Attorney named in the foregoing Deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Deed to be the act of the Curtis Creek Mining, Furnace and Manufacturing Company.



Witness my hand and Notarial Seal.

(Notary Seal)

Homer M. Respass

Recorded 3" August 1923, at 12 N.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W. N. W. No. 78, folio 351, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 15th day of October, A. D. 1947.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed Oct. 15", 1947

COMPLAINANTS EXH. No. 3. DEED

\$.50 Rev. Stamp.

THIS DEED, made this 23rd day of June, in the year nineteen hundred and twenty-three, by the Curtis Creek Mining, Furnace and Manufacturing Company, a body corporate of the State of Maryland, of the first part, to W. Craig Lord and Maud H. Lord, his wife, of Anne Arundel County, in said State, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00) to it in land paid, the receipt of which is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said parties of the second part, their assigns, the survivor of them, and the heirs and assigns of such survivor in fee simple.

ALL that piece or parcel of ground, situate, lying and being in Glen Burnie, in the 5th Election District of Anne Arundel County, in the State aforesaid, known as Block No. Twenty-six (26), as laid out on Amended Plat No. One (1) of Glen Burnie in the possession of the said Curtis Creek Mining Furnace and Manufacturing Company, intended to be recorded among the Land Records of Anne Arundel County, which said piece or parcel of ground is more particularly described as follows:

BEGINNING for the same at a stone planted at the intersection of the South East side of D Street, as laid out on said Plat sixty feet wide, with the South West side of Railroad Avenue South, as laid out on said Plat twenty feet wide, said South West side of Railroad Avenue South being parallel with and distant fifty-three feet (53 ft.) measured Southwesterly on radial lines from the center line of the Right of Way of the Maryland Electric Railways, formerly the Annapolis & Baltimore Short Line Railroad Company; and running thence along the South West side of Railroad Avenue South Southeasterly one hundred and sixty-five feet seven inches, more or less (S. E. 165ft. 7 in  $\frac{7}{8}$ ), to the North West side of Linden Lane, as laid out on said Plat sixty feet wide; thence along the North West side of Linden Lane Southwesterly two hundred and sixty-three feet two inches, more or less, (SWrly 263 ft. 2 in.  $\frac{1}{2}$ ), to a stone planted at the intersection of the North West side of Linden Lane with the South East side of D Street; and thence along the South East side of D Street Northeasterly three hundred and ten feet ten inches (NErly 310 ft. 10 in.) to the place of beginning. Containing fifty one-hundredths (50/100) of an acre of land, more or less.

BEING part of the same land, which was conveyed to the said Curtis Creek Mining, Furnace and Manufacturing Company by William W. Glenn, Trustee, and Charles H. Pitts, by Deed bearing date the 22d day of September, 1858, and recorded among the Land Records aforesaid in Liber N.H.G., No. 7, folio 342, &c.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, waters, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said land and premises above described or mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages there-to belonging or appertaining unto and to the proper use and benefit of the said W. Craig Lord and Maud H. Lord, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of such survivor in fee simple forever.

AND the said Curtis Creek Mining, Furnace and Manufacturing Company covenants with the said W. Craig Lord and Maud H. Lord that it will warrant specially the property hereby granted and that it will execute such further assurances of the same as may be requisite.

AND the said Curtis Creek Mining, Furnace and Manufacturing Company doth hereby constitute and appoint George G. Carey, of Baltimore City, in the State aforesaid to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this Deed before any person having authority to take such acknowledgments to the intent that the same may be duly recorded.

WITNESS the corporate seal of the said Curtis Creek Mining, Furnace and Manufacturing Company and the hand of its President.

TEST: Margaret Carpenter

John M. Glenn, President.

ATTEST: John . Glenn, Jr., Secretary

(CORPORATE SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of June, in the year nineteen hundred and twenty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared George G. Carey, the Attorney named in the foregoing Deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Deed to be the act of the Curtis Creek Mining, Furnace and Manufacturing Company.

WITNESS my hand and Notarial Seal.

(NOTARY SEAL)

Homer M. Respass, Notary Public.

Recorded 3rd. August, 1923, at 12 M.

State of Maryland, Anne Arundel County, Sct;

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 78, folio 354, one of the Land Record Books for Anne Arundel County,

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 15th day of October, A. D. 1947.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed Oct. 15", 1947.

ANSWER OF DEFENDANTS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Virginia L. Reiencke and Richard Reinecke, her husband, and Eleanor T. Lord, defendants, to the Bill of Complaint filed against them in this cause, respectfully shows:

1. Answering the first paragraph of said Bill of Complaint, they admit that William Craig Lord, late of Anne Arundel County, in the State of Maryland, died on or about the 22nd day of May, 1947, and they further admit that he survived his then wife, Maud H. Lord; that they have no knowledge of the other allegations therein contained and can, therefore, neither admit nor deny the same, but call for full proof thereof.

2. Answering the second paragraph of said Bill of Complaint, having no knowledge of the allegations contained therein, they can, therefore, neither admit nor deny the same, but call for full proof thereof.

3. Answering the third paragraph of said Bill of Complaint, they admit the allegations contained therein.

4. Answering the fourth paragraph of said Bill of Complaint, having no knowledge of the allegations contained therein, they can, therefore, neither admit or deny the same, but call for full proof thereof.

AND, having fully answered said Bill of Complaint, they pray to be hence dismissed with costs.

AND AS IN DUTY COUND, etc.

James J. Lee,  
Solicitor for Defendants.

Eleanor T. Lord,  
Virginia L. Reinecke  
RICHARD A. Reinecke, Defendants

FILED Nov. 17", 1947

PETITION TO TAKE TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Emma W. Lord, et al, Plaintiffs in this case, by Samuel J. Macaluso, their solicitor, respectfully represents that the said Plaintiffs filed their Bill of Complaint in these proceedings on October 15, 1947; that the said Defendants duly filed their answer to said Bill of Complaint on November 17, 1947. The parties hereto, therefore, desire to take testimony in this case, and pray that leave be granted them to do so before one of the standing examiners of this Honorable Court.

Samuel J. Macaluso,  
Solicitor for Plaintiffs

ORDER OF COURT.

ORDERED, this 26 day of January, 1948, by the Circuit Court of Anne Arundel County, sitting in Equity, that leave be granted to the parties to the cause to take testimony, as prayed, before any one of the standing examiners of this Court.

William J. McWilliams, Judge.

Filed Jan'y. 26, 1948

PETITION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, Emma W. Lord, et al, by their Solicitor, Samuel J. Macaluso, respectfully represents:

1. That they are desirous to take testimony in support of the allegations of the Bill of Complaint filed in this case and respectfully state that Mrs. Juliet D. Strahorn, Court Stenographer, is confined to her home incapacitated and unable to perform her duties as such.

WHEREFORE, THEY pray that this Honorable Court appoint a Special Stenographer to take the testimony in this case and transcribe the same according to law; and suggest the name of Miss Laura Jickling as a capable and responsible stenographer for such purpose.

Samuel J. Macaluso,  
Solicitor for Plaintiffs.

ORDER OF COURT:

On the foregoing Petition, it is Ordered this 14th day of April, 1948, by the Circuit Court for Anne Arundel County, in Equity, that Laura Jickling be appointed Special Stenographer in these proceedings to take testimony and transcribe the same before one of the Standing Examiners of this Court after taking oath before the Clerk of this Court according to law and the rules of this Court.

James Clark, Judge.

Filed April 14", 1948

TESTIMONY ON BEHALF OF PLAINTIFFS

April 14, 1948

## Present:

Samuel J. Macaluso, Esq.,

Solicitor for Plaintiffs

James J. Lee, Esq.,

Solicitor for Defendants

John S. Strahorn, Esq.

Examiner

Laura R. Jickling,

Special Stenographer

Witnesses:

Emma W. Lord

Pages 1 to 4

Mary L. Molter

Pages 5 and 6

Robert C. Ward

Pages 7 and 8

Signatures Waived.

Emma W. Lord, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. MACALUSO:

Q. 1 State your name and residence please.

A. Emma Woodfall Lord, Glen Burnie, Maryland, widow of W. Craig Lord.

Q. 2 W. Craig Lord was your husband?

A. Yes.

Q. 3 Is he living now?

A. No, he died last May 22, 1947.

Q. 4 Did he leave a Last Will and Testament?

A. No, he didn't leave a Will.

Q. 5 Who survived him at his death?

A. His widow and five children.

Q. 6 Will you name them please.

A. Mrs. Mary L. Molter, wife of Nelson J. Molter; Dorothy L. Fowler, wife of Captain J. W. Fowler; Miss Eleanor T. Lord; Mrs. Virginia L. Reinecke, wife of Richard Reinecke, and Robin C. Lord, who is married to Mary Berwager.

Q. 7 All these children, the heirs, are of age, are they not?

A. They are all of age.

Q. 8 Mrs. Lord, did your husband own any real estate in this County at the time of his death?

A. Yes, he did. He owned real estate in the Fifth District at Glen Burnie.

Q. 9 How did he acquire this property, Mrs. Lord?

A. He bought it from the Curtis Creek Mining, Furnace and Manufacturing Company. The property was purchased in three parcels, - one in 1912, one in 1921 and one in 1923.

Q. 10 I hand you a paper which is filed in this case as Complainants' Exhibit No. 1. Can you identify this?

A. That is a copy of the deed to the first tract, dated July 20, 1912, which conveys the five acre parcel -

(Offered in evidence, and filed herewith as Examiner's Exhibit A.)

Q. 11 I hand you a paper which is filed in this case as Complainants' Exhibit No. 2. Can you identify this paper?

A. Yes. That is a copy of a deed to the second parcel he bought, dated August 5, 1921, which conveys two and three-fourths acres.

(Offered in evidence, and filed herewith as Examiner's Exhibit B)

Q. 12 I hand you another paper which is filed in this case as Complainants' Exhibit No. 3, Will you identify this?

A. Yes. That's a copy of the deed to the third parcel containing fifty one-hundredths of an acre. It is dated June 23, 1923.

(Offered in evidence, and filed herewith as Examiner's Exhibit C)

Q. 13 How many acres of land are there in these tracts?

A. Altogether about eight acres.

Q. 14 IN what manner are these properties improved.

A. There is a dwelling house of about fifteen rooms, a two-car garage and a shed on the five acre tract.

Q. 15 Who was appointed administrator of Mr. Lord's estate?

A. I was appointed administrator in the Orphans Court.

Q. 16 Was notice to creditors of the estate published?

A. Yes.

Q. 17 When did this notice to creditors expire, Mrs. Lord?

A. December 3, 1947.

Q. 18 Have you filed a final administration account in this estate, Mrs. Lord?

A. Yes.

Q. 19 Where?

A. In the Orphans' Court.

Q. 20 Was there sufficient personal estate to pay the indebtedness of the estate and defray the costs of the administration in the Orphans Court?

A. Well, no there wasn't.

Q. 21 What is the amount of the deficiency?

A. Approximately \$280.00.

Q. 22 Now Mrs. Lord, in your opinion, is the property susceptible of division in kind among the parties entitled to the property?

A. Well no, I would say not.

Q. 23 Why do you think that?

A. Well, there is a debt on the place, and you couldn't divide a house, could you? Also there is a mortgage and a judgment against the property.

Q. 24 What do you think should be done with the property, Mrs. Lord?

A. I think the property should be sold, and from the proceeds pay off all the debts and divide the remainder between the heirs as the law allows, according to their shares.

Q. 25 Is it to the advantage of all the parties in this proceeding to sell the property at public sale?

A. Absolutely yes, I should say.

Q. 26 Is the property producing any revenue at this time?

A. No, none at all.

Cross-examination Waived.

In answer to the General Question, Witness answered:

"Nothing".

Signature Waived.

Mary L. Molter, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. MACALUSO:

Q. 1. Will you state your name and residence, please.

A. Mrs. Nelson J. Molter (Mary L. Molter), Severna Park, Maryland.

Q. 2. You are one of the daughters of W. Craig Lord, deceased, are you not?

A. Yes.

Q. 3. Nelson J. Molter is your husband?

A. Yes.

Q. 4. Did you hear the testimony just given by Mrs. Lord?

A. I did.

Q. 5. Is that testimony the same, or substantially the same, as you would give were the same questions asked of you?

A. It is.

Q. 6. Are all the persons named by Mrs. Lord all of your father's heirs?

A. Yes, they are all the heirs.

Q. 7. When did your mother, Mrs. Maud H. Lord, die?

A. February 13, 1933.

Q. 8. Do you also think that the property described in these proceedings should be sold at public sale and the proceeds derived from such sale be divided among the parties entitled to their respective shares?

Q. I do.

Q. 9. Is it to the advantage of all the parties concerned to sell the property at a public sale?

A. I think so.

In answer to the General Question, Witness answered:

No.

Cross-examination Waived.

Signature Waived.

Robert C. Ward, a Witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. MACALUSO:

Q. 1. State your name and residence please.

A. Robert C. Ward, 100 Crain Highway, Glen Burnie, Maryland.

Q. 2. What is your occupation?

A. Real Estate Broker.

Q. 3. How long have you been engaged in the real estate business in Anne Arundel County?

A. Since January, 1935.

(Solicitor for defendants agrees that witness is a duly qualified real estate broker)

Q. 4. Mr. Ward, are you acquainted with the property located in the Fifth District of Anne Arundel County owned by W. Craig Lord during his life time?

A. Yes.

Q. 5. Have you had occasion to inspect the property for purposes of appraisal?

A. Yes, I did so.

Q. 6. When did you appraise the property?

A. This morning.

Q. 7 Today?

A. Yes.

Q. 8 Will you describe the land and the improvements thereon, if any?

A. Well, there is about eight acres of land, more or less, improved by a two story concrete-block dwelling and a two car garage. The land is wooded.

Q. 9 How many acres are there?

A. Approximately eight acres.

Q. 10 In your opinion, is this property susceptible of division in kind among the parties entitled to the property?

A. I don't think so.

Q. 11 What do you think should be done with the property?

A. I think the property should be sold to the best advantage of the heirs.

Q. 12 Mr. Ward, what, in your opinion, is the fair market value of this property?

A. Because of the condition of the house, and the ground without streets, etc. around eleven to twelve thousand dollars would be a fair price.

Cross-examination by Mr. Lee.

Q. 1. Mr. Ward, did you first see this property this morning?

A. No sir, I have seen it for the last twenty or twenty-five years.

Q. 2. You have been familiar with it over that period of time?

A. Yes sir.

In Answer to the General Question, Witness answered:

"No."

Signature Waived.

There being no other witnesses to be examined on behalf of the plaintiffs at this time, and no further testimony desired on their behalf, this testimony is now closed and, at the request of plaintiffs's solicitor, is returned to the Court.

Witness my hand and seal this 19 day of April, 1948.

Jno. S. Strahorn, (SEAL)

Examiner

Filed April 19", 1948

SUBMISSION FOR DECREE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above case is respectfully submitted for decree, the 41st general Equity rule is hereby waived.

Samuel J. Macaluso, Solicitor for Plaintiffs

James J. Lee, Solicitor for Defendants.

Filed April 23, 1948.

DECREE FOR SALE OF REAL ESTATE.

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

It is thereupon, this 26th day of April, 1948, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of Partition among the parties; that Samuel J. Macaluso and James J. Lee be, and they are hereby appointed Trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties, to be approved by this Court, in the penalty of \$12000.00, conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of \$1,000.00 to be paid in cash on the day of sale, deferred payments to bear interest at six per cent per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after such sale, the trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by this Court and on the payment of the whole purchase money, and not before, the said trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her, or them sold, free and clear and discharged from all claims of the parties hereto, complainants and respondents, and those claiming by, from or under them or either of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such commissions to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Marvin I. Anderson, Judge

Filed April 26, 1948

B O N D

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That we, Samuel J. Macaluso and James J. Lee, Trustees, as PRINCIPALS and EAGLE INDEMNITY COMPANY, OF New York, N. Y., ~~a corporation of the State of New York~~, a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand(\$12,000.00)-Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 27th day of April, nineteen Hundred and 48.

WHEREAS, by virtue of a decree of the Circuit Court of Anne Arundel County, dated April 26, 1948, in a cause entitled "Emma W. Lord, et al. vs Virginia L. Reinecke et al, No. 9319 Equity, the said Samuel J. Macaluso and James J. Lee, Trustees, are authorized and empowered to make sale of the property described in said proceedings, and the said Samuel J. Macaluso and James J. Lee, Trustees, are about to execute said power and made sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Samuel J. Macaluso and James J. Lee, Trustees do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void and of no effect, other-



wise to be and remain in full force and virtue in law.

Test:

Katharine H. McCutchan  
(Corporate Seal)

Samuel J. Macaluso (SEAL)  
James J. Lee, Trustees (SEAL)  
EAGLE INDEMNITY COMPANY  
By Benjamin Michaelson, Attorney-in-Fact.

Filed April 29", 1948

ADDITIONAL BOND.

THE GLOBE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, Samuel J. Macaluso and James J. Lee, Trustees, as PRINCIPAL, and GLOBE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, ARE HELD AND FIRMLY bound unto the State of Maryland, in the full and just sum of THREE THOUSAND (\$3000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 9th day of June, Nineteen Hundred and 48.

WHEREAS, by virtue of a power of decree of the Circuit Court of Anne Arundel County dated April 26, 1948, in a cause entitled "Emma W. Lord, et al, vs Virginia L. Reinecke, No. 9319 Eq., bearing date on or about the 26" day of April Nineteen Hundred and forty-eight, the said Samuel J. Macaluso and James J. Lee, Trustees, are authorized and empowered to make sale of the property described in said proceedings, and the said Samuel J. Macaluso and James J. Lee, Trustees, is about to execute said power and made sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Samuel J. Macaluso and James J. Lee, Trustees, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Katharine H. McCutchan,  
(Corporate Seal)

Samuel J. Macaluso (SEAL)  
James J. Lee, Trustees (SEAL)  
Globe INDEMNITY COMPANY  
By Benjamin Michaelson, Attorney-in-Fact.

Approved this 9" day of June, 1948, John H. Hopkins, 3rd, Clerk  
Filed 9 June, 1948

GEORGE W. SCIBLE

TRUSTEE'S SALE

AUCTIONEER

OF VALUABLE-FEE SIMPLE REAL PROPERTY

LOCATED IN GLEN BURNIE, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated April 26th 1948, and passed in a cause in said Court pending, whereas Emma W. Lord, et al, are complainants, and Virginia L. Reinecke, et al, are respondents, the undersigned trustees will offer at public sale at the Court House door in the City of Annapolis, Maryland, on WEDNESDAY, JUNE 9th, 1948, at 11:00 o'clock, A. M.

ALL those three contiguous pieces or parcels of land consisting of approximately eight (8) acres, more or less, and described as follows:

1. Beginning for the same at the intersection of the northwest side of D street as laid down on the plat of Glen Burnie recorded among the Land Records of Anne Arundel County in Liber S.H. No.

35, folio 104, where it is intersected by the westernmost line of the right of way of the Annapolis and Baltimore Short Line Railway Company, and running thence along said right of way north 22 degrees 45 minutes west 600 feet; thence leaving said right of way and parallel to D street South 30 degrees west 459 feet; thence parallel to said railroad south 22 degrees 45 minutes east 600 feet to the northwest side of D street; and thence along the northwest side of D street north 30 degrees east 459 feet to the place of beginning. Containing five acres of land, more or less. Recorded in Liber G.W. No. 92, folio 229.

2. Beginning for the same on the southwest side of the right of way of the Baltimore and Annapolis Short Line Railroad at the beginning of the second line of the land conveyed by the Curtis Creek Mining, Furnace and Manufacturing Co., to W. Craig Lord, by deed dated the 20th day of July, 1912, and recorded among the land records of Anne Arundel County in Liber G.W. No. 92, folio 229, and running thence with said second line south 30 degrees 23 minutes west 459 feet to the end thereof; thence projecting the third line of the land conveyed as aforesaid reversely North 27 degrees 26 minutes west to the center of Saw Mill Branch and the outlines of the land conveyed by the Curtis Creek Company to J. C. Cromwell, by deed dated the 27th day of September, 1858, and recorded in Liber N.H.G. No. 7, folio 439; and thence following the meanderings of said stream and the outlines of the land conveyed as aforesaid to J. C. Cromwell in a general northerly and easterly direction to the place of beginning. Containing two and three-quarters acres of land, more or less. Recorded in W.N.W. No. 78, folio 351.

3. Beginning for the same at a stone planted at the intersection of the southeast side of D street, as laid out on plat, sixty feet wide, with the southwest side of Railroad avenue, South, as laid out on plat, twenty feet wide, said southwest side of Railroad avenue, South, being parallel with and distant 53 feet measured southwesterly on radial lines from the center line of right of way of Maryland Electric, formerly the Annapolis & Baltimore Short Line Railroad Company; and running thence along the southwest side of Railroad avenue, South, southeasterly 165 feet 7 inches, more or less, to the northwest side of Linden Lane, as laid out on plat, sixty feet wide; thence along the northwest side of Linden Lane southwesterly 263 feet 2 inches, more or less, to a stone planted at the intersection of the northwest side of Linden Lane with the southeast side of D street; and thence along the southeast side of D street northeasterly 310 feet 10 inches to the place of beginning. Containing fifty-one-hundredths (50-100) of an acre of land, more or less. Recorded in W.N.W. No. 78, folio 354.

This property is improved by the following buildings: A two-story stucco dwelling house with 15 rooms and oil heat A large frame one-car garage and an outbuilding. Lot is situated in a highly desirable residential section of Glen Burnie, is in the proximity of the new Baltimore Municipal Airport and is suitable for development into building lots.

TERMS OF SALE as prescribed by the decree; A deposit of \$1,000 will be required of the purchaser upon the day of sale; balance to be paid in cash upon ratification of sale, with interest at 6 per cent from the day of sale to the day of settlement; taxes, insurance and other expenses to be adjusted to day of sale.

SAMUEL J. MACALUSO,

JAMES J. LEE,

Trustees.

GEORGE G. SCIBLE,

Auctioneer.

Filed June 9, 1948.

CERTIFICATE OF PUBLICATION.

Annapolis, Md., June 9, 1948.

We hereby certify that the annexed Notice of Trustees' Sale Emma W. Lord - was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of June, 1948. The first insertion being made the 13th day of May, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed 9 June, 1948.

PURCHASER'S AGREEMENT

I, Richard A. Reinecke hereby certify that I have purchased this 9th day of June, 1948, the property mentioned in these proceedings from Samuel J. Macaluso and James J. Lee, Trustees, for the sum of Fifteen Thousand (\$15,000.00) Dollars, and I hereby agree to comply with the terms of sale herein.

Witness: Samuel J. Macaluso

Richard A. Reinecke

Purchaser

AUCTIONEER'S CERTIFICATE.

I hereby certify that I have this 9th day of June, 1948, sold the property mentioned in these proceedings to Richard A. Reinecke, Glen Burnie, Md., for the sum of \$15,000.00 Dollars, he being at the price the highest bidder therefor. I also certify that the sale was fairly made.

Witness:

Geo. W. Scible,

Samuel J. Macaluso

Auctioneer.

Filed June 9, 1948.

REPORT OF SALE OF TRUSTEES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel J. Macaluso and James J. Lee, Trustees, appointed by a decree of this court, passed in the above entitled cause, dated this 26th day of April, 1948, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on the ninth day of June, 1948, at 11 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your trustees offered at public sale to the highest bidder the property mentioned in said decree, situated in Anne Arundel County, and described as follows:

All those three contiguous pieces or parcels of land consisting of approximately eight (8) acres, more or less, and described as follows:

1. Beginning for the same at the intersection of the northwest side of D street as laid down on the plat of Glen Burnie recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 104, where it is intersected by the westernmost line of the right of way of the Annapolis and Baltimore Short Line Railway Company, and running thence along said right of way north 22 degrees 45 minutes west 600 feet; thence leaving said right of way and parallel to D Street south 30 degrees west 459 feet; thence parallel to said railroad south 22 degrees 45 minutes east 600 feet to the northwest side of D street; and thence along the northwest side of D street north 30 degrees east 459 feet to the place of beginning. Containing five acres of land, more or less. Recorded in

Liber G. W. No. 92, folio 229.

2. Beginning for the same on the southwest side of the right of way of the Baltimore and Annapolis Short Line Railroad at the beginning of the second line of the land conveyed by the Curtis Creek Mining, Furnace and Manufacturing Co. to W. Craig Lord, by deed dated the 20th day of July, 1912, and recorded among the land records of Anne Arundel County in Liber G.W. No. 92, folio 229, and running thence with said second line south 30 degrees 23 minutes west 459 feet to the end thereof; thence projecting the third line of the land conveyed as aforesaid reversely north 27 degrees 26 minutes west to the center of Saw Mill Branch and the outlines of the land conveyed by the Curtis Creek Company to J. C. Cromwell, by deed dated the 27th day of September, 1858, and recorded in Liber N.H.G. No. 7, folio 439; and thence following the meanderings of said stream and the outlines of the land conveyed as aforesaid to J. C. Cromwell in a general northerly and easterly direction to the place of beginning. Containing two and three-quarters acres of land, more or less. Recorded in W.N.W. No. 78, folio 351.

3. Beginning for the same at a stone planted at the intersection of the southeast side of D Street, as laid out on plat, sixty feet wide, with the southwest side of Railroad avenue, South, as laid on plat, twenty feet wide, said southwest side of Railroad Avenue, South, being parallel with and distant 53 feet measured southwesterly on radial lines from the center line of right of way of Maryland Electric, formerly the Annapolis & Baltimore Short Line Railroad Company; and running thence along the southwest side of Railroad avenue, South, southeasterly 165 feet 7 inches, more or less, to the northwest side of Linden Lane, as laid out on plat, sixty feet wide; thence along the northwest side of Linden Lane southwesterly 263 feet 2 inches, more or less, to a stone planted at the intersection of the northwest side of Linden Lane with the southeast side of D Street; and thence along the southeast side of D Street northeasterly 310 feet 10 inches to the place of beginning. Containing fifty-one-hundredths (50-100) of an acre of land, more or less, Recorded in W.N.W. No. 78, folio 354.

And your said trustees did, then and there, sell the above described property to Richard A. Reinecke for the sum of \$15,000.00, and he being at that sum the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale.

The agreement of said purchaser, the certificate of the auctioneer, and report of sale are filed herewith, all of which is respectfully submitted.

Samuel J. Macaluso

James J. Lee, Trustees.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 9th day of June, 1948, before me, the subscriber, a Notary Public, in and for the County aforesaid, personally appeared Samuel J. Macaluso and James J. Lee, Trustees, and made oath that the matters and facts set forth in the above report of sale, are true as therein set forth, and that the sale was fairly made.

As witness my hand and notarial seal.

(Notarial Seal)

Alice L. Wood, Notary Public.

Filed June 9, 1948

ORDER NISI

Ordered, this 9th day of June, 1948, That the sale of the property mentioned in these proceedings made and reported by Samuel J. Macaluso and James J. Lee, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County,

once in each of three successive weeks before the 10<sup>th</sup> day of July next.

The report states that the amount of sales to be \$15,000.00.

John H. Hopkins, 3rd, Clerk.

Filed 9 June, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 13, 1948

We hereby certify, that the annexed Order Nisi Eq. # 9319- Emma W. Lord was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of July, 1948. The first insertion being made the 17th day of June, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Filed 16<sup>th</sup> July, 1948

FINAL ORDER

ORDERED BY THE COURT, This 16th day of July, 1948 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson —

Filed 7/16/48

CERTIFICATE OF PUBLICATION OF NOTICE

ORDERED, this 20th day of September, 1948, by the Circuit Court for Anne Arundel County, in Equity, that Samuel J. Macaluso and James J. Lee, Trustees, in the above cause give notice to all persons having claims against the estate of W. Craig Lord, deceased, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before the 1st day of November, 1948, by causing a copy of this Order to be published in some weekly newspaper in Anne Arundel County once a week for three successive weeks, before the 11th day of October, next.

Samuel J. Macaluso

MARVIN I. ANDERSON, Judge

James J. Lee, Trustees.

o-7

Annapolis, Md., October 12, 1948

We hereby certify, that the annexed Notice to Creditors- Emma W. Lord,- was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of November, 1948. The first insertion being made the 23rd day of September, 1948.

THE CAPITAL GAZETTE PRESS, INC.

By R. L. Brown

Filed 18 October, 1948

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. November 3, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Emma W. Lord, etc., et al, Vs Virginia L. Reinecke, et al		in ac.
To Trustees for Commissions, viz.		480.00
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	27.50	
Jos. W. Alton-Sheriff's costs	1.90	
Jos. C. Deegan- Sheriff's costs	2.35	
John S. Strahorn- Examiner's fee	8.00	
Laura R. Jickling- Stenographer's fee	6.50	
Auditor- stating this account	<u>22.50</u>	88.75
To Trustees for Expenses, viz:		
Capital-Gazette Press-advertising sale	45.75	
Capital-Gazette Press- handbills and tax	9.69	
Capital-Gazette Press- Order Nisi (sale)	5.00	
Capital-Gazette Press- Order Nisi-Notice to Creditors	5.00	
Capital-Gazette Press- Order Nisi (acct.)	5.00	
The Daily Record-advertising sale	23.18	
Eagle Indemnity Co.- bond premiums	60.00	
George W. Scible- auctioneer's fee	30.00	
Clerk of Court-certified copies	3.75	
Alice L. Wood - notary fee	<u>.50</u>	187.87
To Trustees for Taxes, viz:		
1946 State and County taxes	115.94	
1947 " " " "	106.16	
1948 " " " " (\$137.17-adj.)	<u>89.21</u>	311.31
To Trustees for Liens, viz:		
County Trust Co. of Md., mortgagee- in full for		
mortgage debt	\$ 3,200.00	
Interest-1/30/46 to 9/30/48	352.00	
Recording release	<u>2.00</u>	3,554.00
Annapolis Dairy Products Co. in		
full payment judgment #126		
Trials, January Term, 1938, viz. <sup>Debt</sup> \$	179.67	
Interest-3/3/38 to 10/9/48	114.50	
Court costs	12.50	
Plaintiff's Attorney's fee	17.97	
Recording order of satisfaction	<u>.25</u>	324.89
Annapolis Dairy Products Co. in		
full payment judgment Mgr. Docket		
J.H.H. #7 folio 211, viz: Debt \$	16.91	
Interest 3/8/38-10/9/48	\$ 10.63	
Court costs	2.15	
Recording order of satisfaction	<u>.25</u>	
	<u>29.94</u>	3,908.83

To Trustees for Claims Filed, viz.

Emma W. Lord, Administratrix of W. Craig

Lord-balance paid by her to Wm. J. Tickner &

Sons for funeral expenses \$ 260.19

Capital-Gazette Press-notice to creditors  
(Orphans Court) 5.00

Register of Wills-Court costs 14.10

Register of Wills-State tax on commissions .60 279.89

BALANCE FOR DISTRIBUTION-\$10,004.69

Distributed to heirs at law of W. Craig Lord,

deceased, as follows:

Emma W. Lord-Widow, one-third \$3,334.90

Less 1% direct inheritance tax 33.35 3,301.55

Mary L. Molter-Daughter- two- 1,333.95  
fifteenths

Less 1% direct inheritance tax 13.34 1,320.61

Dorothy L. Fowler, Daughter-

Two-fifteenths 1,333.96

Less 1% direct inheritance tax 13.34 1,320.62

Eleanor T. Lord-Daughter-

two-fifteenths 1,333.96

Less 1% direct inheritance tax 13.34 1,320.62

Virginia L. Reinecke-Daughter-

two-fifteenths 1,333.96

Less 1% direct inheritance tax 13.34 1,320.62

Robin C. Lord, Son-

two-fifteenths 1,333.96

Less 1% direct inheritance tax 13.34 1,320.62

R. Glenn Prout, Register of Wills-

Total direct inheritance tax 100.05 10,004.69

~~55666~~ 15,261.34

WITH Samuel J. Macaluso and James J. Lee, Trustees

Cr.

1948

June 9 Proceeds of Sale 15,000.00

Interest on deferred payment from

6/9/48 to 10/1/48 261.34 15,261.34

15,261.34

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, heirs of W. Craig Lord, deceased, constituting all of the parties of interest in these proceedings, do hereby consent to the final ratification of these proceedings by the Court, without the publication of the Order Nisi on the Auditor's account herein stated.

Emma W. Lord, Widow

Dorothy L. Fowler

Mary L. Molter

Heirs at Law of W. Craig Lord,

Virginia L. Reinecke

deceased.

Robin C. Lord

Eleanor T. Lord

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 10th day of November, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, waiver of publication of an Order Nisi on the Auditor's Account having been consented to by the parties in interest, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson,  
Judge.

Filed 10 November, 1948.

EX PARTE,	:	No. 9579 EQUITY
IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
CHANGE OF NAME	:	FOR
OF	:	ANNE ARUNDEL COUNTY
PATRICIA LOUISE BRAINARD	:	
	: : : : :	

PETITION FOR CHANGE OF NAME

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Patricia Louise Brainard respectfully states:

- (1) That your Petitioner was born on February 4, 1927.
- (2) That your Petitioner is a resident of the State of Maryland and now resides at 609 Monterey Avenue, West Annapolis, Anne Arundel County, Maryland.
- (3) That your Petitioner is to be married in the City of Washington, District of Columbia, on Saturday, November 27, 1948.
- (4) That your Petitioner's Mother was divorced and remarried to Rae E. Arison; and since said marriage, your Petitioner has used the name of Patricia Louise Arison.
- (5) That your Petitioner desires her name to be changed in law to that of Patricia Louise Arison; and such change of name will not affect any property right or rights of creditors or affect in any manner any persons whomsoever, other than your Petitioner.

TO THE END, THEREFORE:

- (1) That the name of your Petitioner be changed to Patricia Louise Arison.
- (2) And for such other and further relief as the nature of her case may require.

William W. Townshend, Jr.,  
Attorney for the Petitioner

P.O.Box 249, Annapolis, Maryland.

Patricia Louise Brainard, Petitioner  
609 Monterey Avenue, West Annapolis,  
Anne Arundel County, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of November, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Patricia Louise Brainard, Petitioner, and she made oath in due form of law that the information and facts contained herein are true to the best of her knowledge.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Jacquelin Y. Stoltje, Notary Public.



ORDER OF COURT

Upon the foregoing petition and affidavit it is Ordered by the Circuit Court for Anne Arundel County, this 23rd day of November, 1948, that the name of Patricia Louise Brainard be, and it is hereby changed to that of Patricia Louise Arison.

And it is further ordered that the Petitioner pay the costs of these proceedings.

Benjamin Michaelson , A. J.

Filed Nov. 23", 1948

IN THE MATTER OF THE	:	NO. 9360 EQUITY
MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
FREDERICK A. FINLEY	:	ANNE ARUNDEL COUNTY

::::::::::::

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit and file the original mortgage.

Benjamin Michaelson,

Attorney for Plaintiff.

Filed Dec. 22, 1947.

MORTGAGE

(MD. STATE STAMPS \$3.40)

THIS MORTGAGE, made this 4th day of January, in the year one thousand nine hundred and forty-seven, between Frederick A. Finley of Anne Arundel County, in the State of Maryland, Mortgagor, and Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to Frederick A. Finley, the sum of Thirty-Four Hundred and Fifty (3450.00) Dollars, being the balance of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 4% per annum, in the manner following:

By the payment of Thirty-five (\$35.00) dollars, plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of the principal sum and interest shall be paid which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order;

FIRST: TO the payment of interest.

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Frederick A. Finley doth grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md. its successors and assigns, all those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

LOTS NUMBERED FORTY-EIGHT (48), FORTY-NINE (49) and FIFTY (50) in Block Lettered "B" on the Plat of Deale Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4, folio 22 (Cabinet 1, Rod A-5, Plat 22).

BEING the same property which was conveyed to the said Frederick A. Finley by The Bay Beach Realty Company by deed dated September 9, 1946, and recorded among the Land Records of Anne Arundel County prior to the recording of this mortgage.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER WITH THE IMPROVEMENTS THEREON, AND THE RIGHTS OR APPURTENANCES THERETO BELONGING OR APPERTAINING.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor, his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor (s) Frederick A. Finley for himself, his heirs, personal representatives or assigns, covenant with the said Enterprise Federal Savings and Loan Association of Annapolis, Md. as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

111. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 4% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any person or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, by descent inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of

any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor in person or by mail, to the mortgagors' last known address.

AND it is agreed that until default is made, the said mortgagor, his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

AND the said mortgagor consents that a decree may be passed for the sale of said property ( the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898-or any supplement thereto- or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Benjamin Michaelson, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

FIRST, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission unually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said Mortgagor, his, her or their heirs, personal representatives or assigns.

Witness the hand and seal of the said mortgagor.

Witness:

Frederick A. Finley

(SEAL)

Katherine H. McCutchan

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4th day of January, in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frederick A. Finley, the mortgagor named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time, also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

(Notarial Seal)

Katharine H. McCutchan, Notary Public.

My Commission expires on May 5, 1947.

Received for record January 13, 1947, at 11-45, Liber J.H.H. No. 394 folio 261.

Filed December 22, 1947

EAGLE INDEMNITY COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Benjamin Michaelson, Attorney-named- in Mortgage, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of TWENTY-FIVE HUNDRED (\$2500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 17th

day of January, Nineteen Hundred and 48.

WHEREAS, by virtue of a power of sale contained in a mortgage from Frederick A. Finley, to Enterprise Federal Savings & Loan Assn. of Annapolis, Md. Inc., bearing date on or about the 4th day of January Nineteen Hundred and 47 the said Benjamin Michaelson, Attorney-named-in-Mortgage is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Benjamin Michaelson, Attorney-named-in-Mortgage, is about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Benjamin Michaelson, Attorney-named-in-Mortgage, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test:

Katharine H. McCutchan

(CORPORATE SEAL)

Benjamin Michaelson (SEAL)

Attorney-named-in-Mortgage  
EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson

Attorney-in-Fact

Approved this 17<sup>th</sup> day of January, 1948.

John H. Hopkins, 3rd, Clerk.

Filed January 17<sup>th</sup>, 1948.

STATEMENT OF MORTGAGE DEBT

OF FREDERICK A. FINLEY.

January 17, 1948.

Principal balance due	\$1893.94
Interest	<u>72.26</u>
Total amount due	\$1966.20

Certified Correct

Edward A. Hesselbrock, Secretary.

Filed January 17<sup>th</sup>, 1948

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Benjamin Michaelson, Attorney-named-in-Mortgage, to make sale of certain real estate herein mentioned, respectfully shows:

That, whereas by a certain mortgage from Frederick A. Finley, to the Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc., dated January 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 394, folio 261, the said Benjamin Michaelson, Attorney-named-in-Mortgage, was authorized to sell the property in said mortgage described in case of default in any of the covenants of said mortgage, and whereas default having occurred thereunder, the said Benjamin Michaelson, Attorney-named-in-Mortgage, after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites as required by law, and having given notice of the time, place and manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the

day of sale, did under and by virtue of the power of sale in said mortgage, and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Saturday, January 17, 1948, at Eleven o'clock a.m., and then and there proceed to sell said property in a manner following, that is to say:

The said Attorney-named-in-Mortgage, offered at public sale to the highest bidder the property mentioned and described in said mortgage, particularly described as follows:

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and designated as Lots Numbered Forty-eight (48), Forty-nine (49) and Fifty (50) in Block Lettered "B" on the Plat of Deale Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4, folio 22 (Cabinet 1, Rod A-5, Plat 22).

BEING the same property which was conveyed to the said Frederick A. Finley by The Bay Beach Realty Company by deed dated September 9, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. \_\_\_\_ folio \_\_\_\_.

And the said Attorney-named-in-mortgage sold the above described property to James P. Spindle for the sum of Fifteen Hundred and Twenty-five (\$1525.00) Dollars, he being at that sum the highest bidder therefor, and said purchaser made a deposit of Two Hundred and Fifty (\$250.00) Dollars on account of the purchase price and has agreed to comply with the terms of sale by making payment of the balance of the purchase price in cash upon ratification of sale by the Court.

Respectfully submitted,

Benjamin Michaelson

Attorney-named-in-Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of January, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Attorney-named-in-Mortgage, and made oath in due form of law that the matters and things set forth in the foregoing REPORT OF SALE are true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Katharine H. McCutchan,

Notary Public.

Filed January 21, 1948.

GEORGE W. SCIBLE

AUCTIONEER

BENJAMIN MICHAELSON, ATTY.

15 SCHOOL STREET, ANNAPOLIS, MD.

MORTGAGEE'S SALE

OF VALUABLE FEE SIMPLE REAL ESTATE

Located at Deale Beach, Seventh Election District, Anne Arundel County, Md.

Under and by virtue of the power of sale contained in a mortgage from Frederick A. Finley, single, to the Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc., bearing date of January 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 394, folio 261, the undersigned attorney named in said mortgage to make sale in case of default, and default having occurred thereunder, will offer for sale at public auction at the Court House door, Annapolis, Maryland, on SATURDAY, JAN. 17, 1948, at 11 o'clock A. M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and designated as LOTS NUMBER FORTY-EIGHT (48), FORTY-NINE (49) and FIFTY (50) in Block Lettered "B" on the Plat of Deale Beach, which Plat is recorded among the

Plat Records of Anne Arundel County in Liber F.S.R. No. 4, folio 22 (Cabinet 1 Rod A-5 Plat 22).

The improvements thereon consist of a small frame dwelling.

TERMS OF SALE: A deposit of \$250.00 will be required of the purchaser at the time of sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon nfinal ratification of sale. Taxes and all other public charges to be adjusted to day of sale.

BENJAMIN MICHAELSON

Attorney-Named-IN- Mortgage

Filed Jan'y. 21", 1948

PURCHASER'S AGREEMENT

I HEREBY CERTIFY, that I have this \_\_\_\_ day of January, 1948, purchased the property mentioned in these proceedings from Benjamin Michaelson, Attorney-named-in-Mortgage, for the sum of Fifteen Hundred Twenty-five Dollars.. and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal.

James P. Spindle (SEAL)

Test:

Purchaser.

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY, that I have this \_\_\_\_ day of January, 1948, sold the property mentioned in these proceedings to James P. Spindle for the sum of Fifteen Hundred Twenty-five Dollars, he being at that price the highest bidder therefor.

WITNESS my hand and seal.

Test:

GEORGE W. SCIBLE (SEAL)

Auctioneer.

Filed Jan'y 21", 1948

ORDER NISI

ORDERED, this 21st day of January, 1948, That the sale of the mortgaged real estate of Frederick A. Finley made and reported by Benjamin Michaelson, Attorney-named-in-Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21" day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of THREE successive weeks before the 21" day of February next.

The report states that the amount of sales to be \$1525.00.

John H. Hopkins, 3rd, Clerk.

Filed January 21, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 3, 1949

We hereby certify, that the annexed Order Nisi #9360 - FREDERICK A. FINLEY - was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of February, 1948. The first insertion being made the 29th day of January, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald

Filed March 22, 1948.

FINAL ORDER

ORDERED BY THE COURT, This 22nd day of March, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, Judge.

Filed 3/22/48

PETITION TO SUBSTITUTE PURCHASER.

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson, Attorney-named-in-Mortgage, in the above cause respectfully represents:

1. That your petitioner sold the property mentioned in these proceedings on January 17, 1948, to James P. Spindle for the sum of \$1525.00, and said sale was duly reported to this Court.

2. That the said James P. Spindle has requested your petitioner to substitute a purchaser in his place and stead to take title to said property and he joins in this petition consenting to the signing of an order by this Court approving said substitution.

Wherefore your petitioner prays this Honorable Court to pass an order authorizing the substitution of John H. Hopkins, IV, Trustee, as the purchaser in the place and stead of the said John P. Spindle.

And as in duty bound, etc.

James P. Spindle

Benjamin Michaelson

Petitioner and Attorney named in Mortgage.

Filed March 15, 1948

ORDER OF COURT.

Upon the foregoing petition and consent, it is hereby ordered this 16th day of March, 1948, by the Circuit Court for Anne Arundel County that John H. Hopkins, IV, Trustee, be and he is hereby substituted as purchaser for the property mentioned in these proceedings in the place and stead of James P. Spingle.

Marvin I. Anderson, Judge.

Filed March 16, 1948.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. August 23, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Frederick A. Finley in ac.

To Attorney for Commissions, viz:	77.60	
To Attorney for Fee, viz:	<u>35.00</u>	112.60
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	18.75	
Auditor	<u>9.00</u>	37.75

## To Attorney for Expenses, viz:

Capital-Gazette Press -advertising sale	25.00	
Capital-Gazette Press - handbills and tax	7.65	
Capital-Gazette Press- Order Nisi (Sale)	5.00	
Capital-Gazette Press -Order Nisi (Acct.)	5.00	
Eagle Indemnity Co.- bond premium	10.00	
George W. Scible - Auctioneer's fee	11.00	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	1.10	
Katherine H. McCutcheon- notary fee	<u>.50</u>	66.35

## To Attorney for Taxes, Viz:

1947 State and County taxes	4.40	
1948 State and County taxes (\$7.35-adj)	<u>.35</u>	4.75

To Enterprise Federal Savings & Loan Association of  
Annapolis, Md. Mortgagee-this balance on account of  
Mortgage claim

1,309.93

1,531.38

Amount of mortgage claim filed

1,966.20

Cr. Amount allowed as above

1,309.93

Balance subject to decree in personam

656.27

with Benjamin Michaelson, Attorney named in Mortgage

Cr.

1948

Jan. 17 Proceeds of Sale

1,525.00

Interest on deferred payment

6.38

1,531.38

1,531.38

Filed August 27, 1948

ORDER NISI

ORDERED, This 27<sup>th</sup> day of August, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20<sup>th</sup> day of September, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks, before the 20th day of September, next.

John H. Hopkins, 3rd, Clerk.

Filed August 27, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 5, 1948

We hereby certify that the annexed ORDER NISI, Eq., #9360 Auditors Account - Frederick A. Finley was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of September, 1948. The first insertion being made the 2nd day of September, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

No. MG 8126

Filed Nov. 23, 1948



FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT. this 24th day of November, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark \_\_\_\_\_

Filed 24 November, 1948

IN THE MATTER OF THE	:	No. 9449 EQUITY
MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
HERMAN A. MYERS, JR., and	:	ANNE ARUNDEL COUNTY
EDITH SHIRLEY MYERS, his wife.	:	
	: : : : :	

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit and file the original mortgage.

Benjamin Michaelson,

Attorney-Named-In-Mortgage

Filed May 21st, 1948

M O R T G A G E

THIS PURCHASE MONEY MORTGAGE, made this 5th day of August, in the year one thousand nine hundred and forty-seven, between Herman A. Myers, Jr., and Edith Shirley Myers, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor(s), and Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to Herman A. Myers, Jr., and, Edith Shirley Myers, his wife, the sum of SEVENTY-FIVE HUNDRED (\$7500.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 4% per annum, in the manner following:

By the payment of Forty-five and 45/100 (\$45.45) dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises:

THIRD: Towards the payment of the aforesaid principal sum:

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the

amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Herman A. Myers, Jr., and Edith Shirley Myers, his wife do grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lots, pieces, or parcels of ground situate, lying and being in The First Election District of Anne Arundel County, State of Maryland, and described as follows:

Lots Numbered 4442, 4443, 4444, 4445 and 4446, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining the said premises as designated and delineated on the Plat entitled "Third Map of Woodland Beach, District No. 1, Anne Arundel County, Md.", and filed among the Land Records of Anne Arundel County in Liber F.S.R. No. 3, folio 22 (Cabinet No. 1, Rod Y, Plat No. 8).

BEING THE SAME PROPERTY WHICH WAS CONVEYED TO THE SAID MORTGAGORS BY Ted Chaconas, Jr., and Esther E. Chaconas, his wife, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto and being also part of the same property which was conveyed to the said Ted Chaconas, Jr., and wife, by George E. Rullman, Trustee, by deed dated April 9, 1944, and recorded among the aforesaid Land Records in Liber J.H.H. No. 304, folio 345.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagors Herman A. Myers, Jr., and Edith Shirley Myers, his wife, for themselves, their heirs, personal representatives or assigns, covenant with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 4% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor (s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

AND it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

AND the said mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898- or any supplement thereto- or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Benjamin Michaelson, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third: the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand's and seal(s) of the said mortgagor(s).

Witness:

Katharine H. McCutchan

Herman A. Myers, Jr., (SEAL)

EDITH SHIRLEY MYERS (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of August, in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Herman A. Myers, Jr., and Edith Shirley Myers, his wife, the mortgagor(s) named in the foregoing mortgage and he, she or their acknowledged said mortgage to be his, her or their act. At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mention in said mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Katharine H. McCutchan, Notary Public

My Commission expires on May 2, 1949.

Recorded August 6th, 1947, at 11:15 A.M. J.H.H. No. 422 folio 553.

Filed May 21st, 1948

B O N D

EAGLE INDEMNITY COMPANY OF NEW YORK.

KNOW ALL MEN BY THESE PRESENTS, That We, Benjamin Michaelson, Attorney-Named-In-Mortgage as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVENTY-FIVE HUNDRED (\$7500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 22nd day of May, Nineteen Hundred and 48.

WHEREAS, by virtue of a power of sale contained in a mortgage from Herman A. Myers, Jr., & Edith Shirley Myers to Enterprise Federal Savings & Loan Association bearing date on or about the 5th day of August, Nineteen Hundred and 47 the said Benjamin Michaelson, Attorney-named-in-Mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Benjamin Michaelson, Attorney-Named-in-mortgage, is about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Benjamin Michaelson, Attorney-Named-In-Mortgage, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

TEST:

Katharine H. McCutchan

(Corporate Seal)

Benjamin Michaelson (SEAL)

Attorney-Named-in-Mortgage

EAGLE INDEMNITY COMPANY

By Benjamin Michaelson,

Attorney-in-Fact

Filed & Approved May 24th, 1948.

John H. Hopkins, 3rd, Clerk.

GEORGE W. SCIBLE

MORTGAGEE'S SALE.

AUCTIONEER

BENJAMIN MICHAELSON, Atty.

15 School St

Annapolis, Md.

MORTGAGEE'S SALE OF VALUABLE FEE SIMPLE REAL ESTATE Located at Woodland Beach, First Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Herman A. Myers, Jr., and Edith Shirley Myers, his wife, to the Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc., bearing date of August 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422, folio 553, the undersigned attorney named in said mortgage to make sale in case of default, and default having occurred thereunder, will offer

for sale at public auction at the Court House door, Annapolis, Maryland, on TUESDAY, JUNE 15, 1948 at 11:00 o'clock, A. M.

ALL those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, and being known and designated as Lots numbered 4442, 4443, 4444, 4445 and 4446, on a plat entitled "Third Map of Woodland Beach," which plat is recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 8. Being the same property which was conveyed to Herman A. Myers, Jr., and Edith Shirley Myers, his wife, by Ted Chaconas, Jr., and Esther E. Chaconas, his wife, by deed dated August 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422, folio 551. The improvements thereon consist of a frame bungalow.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser at the time of sale, and the balance of the purchase money with interest thereon at the rate of 6 per cent per annum to be paid in cash upon final ratification of sale. Taxes and all other public charges to be adjusted to day of sale.

BENJAMIN MICHAELSON,  
Attorney Named in Mortgage.

Filed June 18", 1948

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have this 15th day of June, 1948, purchased the property mentioned in these proceedings from Benjamin Michaelson, Attorney named-in-Mortgage for the sum of Six Thousand DOLLARS, and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal.

TEST:

Katharine H. McCutchan

ENTERPRISE FEDERAL SAVINGS & LOAN  
ASSOCIATION OF ANNAPOLIS, MD, INC. (SEAL)

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 15th day of June, 1948, sold the property mentioned in these proceedings to Enterprise Federal Savings & Loan Association of Annapolis, Md. Inc., for the sum of Six Thousand DOLLARS, it being the highest bidder therefor.

WITNESS MY HAND AND SEAL.

TEST:

Benj. Michaelson

GEO. W. SCIBLE (SEAL)  
Auctioneer

Filed June 18", 1948

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Benjamin Michaelson, Attorney-Named-in-Mortgage, to make sale of certain real estate herein mentioned, respectfully shows:

That, whereas by a certain mortgage from Herman A. Myers, Jr., and Edith Shirley Myers, his wife, to the Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc., dated August 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422, folio 553, the said Benjamin Michaelson, Attorney-Named-In-Mortgage, was authorized to sell the property in said mortgage described in case of default in any of the covenants of said mortgage, and where-as default having occurred thereunder, the said Benjamin Michaelson, Attorney-Named-In-Mortgage, after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a daily newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, did under

and by virtue of the power of sale contained in said mortgage, and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Tuesday, June 15, 1948, at eleven o'clock, a. m., and then and there proceed to sell said property in a manner following, that is to say:

The said Attorney-Named-In-Mortgage, offered at public sale to the highest bidder the property mentioned and described in said mortgage, particularly described as follows:

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, and being known and designated as Lots Numbered 4442, 4443, 4444, 4445 and 4446, on a Plat entitled "Third Map of Woodland Beach", which Plat is recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 8.

Being the same property which was conveyed to Herman A. Myers, Jr., and Edith Shirley Myers, his wife, by Ted Chaconas and Esther E. Chaconas, his wife, by deed dated August 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422, folio 551.

And the said Attorney-Named-In-Mortgage sold the above described property to Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc., for the sum of Six Thousand (\$6000.00) Dollars, it being at that sum the highest bidder therefor, and said purchaser made a deposit of \$500.00 on account of the purchase price and has agreed to comply with the terms of sale by making payment of the balance of the purchase price in cash upon ratification of sale by the Court.

Respectfully submitted,

Benjamin Michaelson

Attorney-Named-in-Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

KATHARINE H. McCUTCHAN (SEAL)

Notary Public

Filed June 18, 1948

ORDER NISI

ORDERED, this 18th day of June, 1948, That the sale of the mortgaged real estate in the above proceedings made and reported by Benjamin Michaelson, Attorney-Named-In-Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of July next.

The report states that the amount of sales to be \$6000.00.

John H. Hopkins, 3rd, Clerk.

Filed June 18, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 23, 1948

We hereby certify, that the annexed Order Nisi, Eq. #9449 Mortgaged Real Estate Herman A. Myers, Jr., was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis Maryland, once a week for 3 successive weeks before the 20th day of July, 1948. The first insertion being made the 19th day of June, 1948.

THE CAPITAL GAZETTE PRESS, INC.

By R. L. Brown.

Filed July 23, 1948

FINAL ORDER

ORDERED BY THE COURT, This 26th day of July, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, Judge.

Filed 26 July, 1948

MILITARY AFFIDAVIT

STATE OF MARYLAND, Anne Arundel County, Sct;

I, Benjamin Michaelson, being duly sworn, do depose and say:

(1) That I am a resident of Anne Arundel County, in the State of Maryland,

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether Herman A. Myers, Jr., & Edith Shirley Myers, his wife, the Defendants in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about 30 years of age, is married, has one child, lives with unknown at unknown is employed by unknown at unknown and has been so employed for about unknown-

(4) That said Defendant is not in the military service of the United States as defined in the abovenamed Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within sixty days days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public this 28th day of June 1948.

Benjamin Michaelson, Affiant.

(Notarial Seal)

Katharine H. McCutchan, Notary Public

Filed June 29, 1948.

STATEMENT OF MORTGAGE CLAIM

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

Equity 9449

June 15, 1948

STATEMENT OF MORTGAGE DEBT OF HERMAN A. MYERS AND EDITH SHIRLEY MYERS, HIS WIFE,	
BALANCE DUE ON PRINCIPAL DEBT	\$7329.55
INTEREST	<u>\$173.20</u>
TOTAL AMOUNT DUE	\$7502.75

Certified correct:

Benjamin Michaelson, Attorney

Filed July 26", 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. September 22, 1948.

All of which is respectfully submitted.

Laura R. Jickling.. Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Herman A. Myers, Jr., and wife in ac.

To Attorney for Commissions, viz:	210.00	
To Attorney for Fee, viz:	<u>35.00</u>	245.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor- stating this account	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	28.00	
Capital-Gazette Press -handbills and tax	9.69	
Capital-Gazette Press- Order Nisi (sale)	5.00	
Capital-Gazette Press-Order Nisi (acct.)	5.00	
Eagle Indemnity Co-bond premium	30.00	
George W. Scible-auctioneer's fee	25.00	
One-half Federal revenue stamps	3.30	
One-half State revenue stamps	3.30	
Katharine H. McCutcheon- notary fees	<u>1.00</u>	110.29
To Attorney for Taxes , viz:		
1948 State and County taxes (\$33.93-adj.)		15.55
To Enterprise Federal Savings & Loan Ass'n. of		
Annapolis, Md., Mortgagee-this balance on		
account mortgage claim		<u>5,591.41</u>
		<u>6,000.00</u>
Amount of mortgage claim filed	7,502.75	
Cr.	<u>8.09</u>	
Correct amount of mortgage claim	7,494.66	
Cr. Amount allowed as above	<u>5,591.41</u>	
Balance subject to decree in personam	1,903.25	
with Benjamin Michaelson, Attorney named in Mortgage		Cr.
1948		
June 15 Proceeds of Sale		<u>6,000.00</u>
		<u>6,000.00</u>

Filed 22 September, 1948

ORDER NISI

ORDERED, This 22" day of September, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23" day of October next; Provided a copy of this Order be inserted



in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23<sup>rd</sup> day of October next.

John H. Hopkins, 3rd, Clerk.

Filed 22 September, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 4, 1948.

This is to certify that the annexed Order Nisi - Auditors Account -Eq. #9449- Herman A. Myers Jr., was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23<sup>rd</sup> day of October, 1948. The first insertion being made the 30<sup>th</sup> day of September, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

BY R. L. Brown

No. MG 6715

Filed November 23, 1948

ASSIGNMENT OF RIGHT TO DECREE IN PERSONAM FOR DEFICIENCY

FOR VALUE RECEIVED, Enterprise Federal Savings and Loan Association of Annapolis, a body corporate, does hereby sell, assign, transfer, and set over unto the use of the Administrator of Veterans Affairs, his successors and assigns in office, all its right, title and interest in and to the balance subject to a decree in personam as shown by the Auditor's Account in these premises.

Witness the signature of R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, a body corporate, duly attested by its Secretary, this 4<sup>th</sup> day of November, 1948.

Attest: (Corporate Seal)  
Edward G. Chaney,  
Secretary.

ENTERPRISE FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF ANNAPOLIS, a body corporate  
By R. Gardiner Chaney, President.

Filed November 5, 1948

FINAL DECREE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 24<sup>th</sup> day of November, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark, \_\_\_\_\_

Filed November 24, 1948.

IN THE MATTER OF THE SALE  
OF THE  
MORTGAGED REAL ESTATE OF  
THELMA L. TAYLOR,  
divorced.

:  
:  
:  
:  
:

No. 9483 EQUITY  
IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY

::::::::::::

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit, file the original mortgage, pass upon and file the accompanying bond

and statement of mortgage debt.

George E. Rullman,

Attorney named in Mortgage.

Filed July 13", 1948

M O R T G A G E

THIS MORTGAGE, Made this fifth day of June, in the year one thousand nine hundred and forty-five, Between Thelma L. Taylor, divorced, of Arlington, State of Virginia, in the State of Maryland, Mortgagor, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance in the sum of FIFTY FIVE HUNDRED (\$5500.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five per cent (5%) per annum in the manner following:

By the payment of FIFTY-EIGHT and 36/100 (\$58.36) Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of July, 1945, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order; (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of one dollar, the said MORTGAGOR does hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS its successors and assigns in fee simple.

All that certain lot of ground known as Lot numbered THREE (3) on a plat of Chalk Point, in the Seventh Election District of Anne Arundel County, Maryland, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-7, Plat 232 (formerly recorded in Plat Book Section 3, folio 232), said lot having a frontage of fifty feet and an even depth by parallel lines of one hundred and fifty feet. Being the same property which was conveyed to the above named Mortgagor by Mamie Hammer Bruett and Gustav Bruett, her husband, et al, by deed dated the 23rd day of April, 1945, and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagor, her heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on her part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for herself, her heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided: (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, her heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of five per cent. (5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same: (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, her heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, her heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, her heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenants with the said Mortgagee to pay five per cent (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all

the provisions of the charter, by-laws, and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, her heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor, her heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor for herself, her heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses, incident to said advertisement or notice, all court costs and expenses, incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decree of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor, for herself, her heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys, or agents shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagor covenants that she will warrant specially the title to the property hereby conveyed, and that she will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

Witness: Ruby W. Chaney.

THELMA L. TAYLOR

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this fifth day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thelma L. Taylor, divorced, the Mortgagor named in the foregoing Mortgage, and acknowledged the foregoing mortgage to be her act. At the same time also appeared T. Roland Brown, President

of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruby W. Chaney, Notary Public.

Recorded June 5, 1945-11 A.M. Liber J.H.H. No. 331, folio 282  
Filed July 13, 1948

STATEMENT OF MORTGAGE CLAIM

Annapolis, Md, July 12, 1948.

Thelma L. Taylor

to

First Federal Savings & Loan Association of Annapolis, Dr.

To balance due on mortgage loan

\$4,626.42

To interest

58.08

\$4,684.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby certify that on this twelfth day of July, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings & Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Ruby W. Chaney, NOTARY PUBLIC

Filed July 13", 1948

B O N D

KNOW ALL MEN BY THESE PRESENTS, THAT WE, George E. Rullman, of Anne Arundel County, Maryland, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of July, in the year of our Lord nineteen hundred and forty-eight.

WHEREAS, the above bounden George E. Rullman, by virtue of a power contained in a mortgage from Thelma L. Taylor, divorced, to First Federal Savings & Loan Association of Annapolis dated June 5, 1945, and recorded in Liber J.H.H. No. 331 folio 282, etc., one of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

WHEREAS, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of,

GEORGE E. RULLMAN (SEAL)

L. TRAIL FAUBLE

MARYLAND CASUALTY COMPANY

Attest:

(CORPORATE SEAL)

PER Charles F. Lee of

B. Thompson, Secretary

Chas. F. Lee & Co., Agts.

Filed and Approved this 13<sup>th</sup> day of July, 1948,

(Court Seal)

John H. Hopkins, 3rd, Clerk.

GEORGE W. SCIBLE

AUCTIONEER

PUBLIC SALE OF VALUABLE REAL ESTATE

SITUATE AT CHALK POINT, IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the power of sale contained in a mortgage from Thelma L. Taylor, divorced, dated the 5th day of June, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 331, folio 282, the undersigned, as the attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction, at the Court House door, in the City of Annapolis, Maryland, on TUESDAY, AUG. 10, 1948 at 11:00 A.M., The property described in said mortgage, namely:

ALL that certain lot of ground known as lot numbered three (3) on a plat of Chalk Point, in the Seventh Election District of Anne Arundel County, Maryland, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-7, Plat 232 (formerly recorded in Plat Book Section 3, folio 232), said lot having a frontage of 50 feet and an even depth by parallel lines of 150 feet. Being the same property which was conveyed to the said Thelma L. Taylor by Mamie Hammer Bruett and Gustav Bruett, her husband, et al, by deed dated April 23, 1945, and recorded among the aforesaid land records in Liber J.H.H. No. 331 folio 281.

SAID lot of ground is improved by a summer bungalow.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

GEORGE E. RULLMAN,

Attorney Named in Mortgage,

Lee Building, Annapolis, Md.

August 10, 1948

We hereby certify that we have this 10th day of August, 1948, purchased the within described property from George E. Rullman, Attorney, at and for the sum of Five Thousand Two Hundred Dollars (\$5,200.00) and hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Witness:

Ernest M. Clayton (SEAL)

Ruby W. Chaney

Mildred H. Clayton (SEAL)

I hereby certify that I have this 10th day of August, 1948, sold the within described property to Ernest M. Clayton and Mildred H. Clayton, his wife, at and for the sum of Five Thousand Two Hundred Dollars (\$5,200.00) they being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Geo.W. Scible, Auctioneer.

Filed August 11, 1948.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Thelma L. Taylor, divorced, dated the 5th day of June, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 331 folio 282, to make sale of the property therein described in case of

default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, August 10th, 1948, at eleven o'clock A.M., and then and there sold the said property to Ernest M. Clayton and Mildred H. Clayton, his wife, at and for the sum of Five Thousand Two Hundred Dollars (\$5,200.00), they being then and there the highest bidders therefor, which property is as follows:

ALL that certain lot of ground known as Lot numbered Three (3) on a plat of Chalk Point, in the Seventh Election District of Anne Arundel County, Maryland, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-7, Plat 232 (formerly recorded in Plat Book Section 3, folio 232), said lot having a frontage of 50 feet and an even depth by parallel lines of 150 feet. Being the same property which was conveyed to the said Thelma L. Taylor by Mamie Hammer Bruett and Gustav Bruett, her husband, et al, by deed dated April 23, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. 331, folio 281.

The lot of ground is improved by a summer bungalow. And the said Attorney further reports that he has received from the said purchasers the deposit of \$500.00 as required by the terms of said sale, and has also received the purchasers' agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman,

Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 10th day of August, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Ruby W. Chaney, Notary Public

ORDER NISI

ORDERED, this 11th day of August, 1946, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of September, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 14th day of September next.

The report states the amount of sales to be Five Thousand Two Hundred Dollars (\$5,200.00).

John H. Hopkins, 3rd.

Filed Aug. 11, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 13, 1948

We, hereby certify, that the annexed Order Nisi, Eq. #9483 Mortgage Sale - THELMA 'L. TAYLOR was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of September, 1948. The first insertion being made the 12th day of August, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

Per R. L. Brown

Filed Sept. 15, 1948

FINAL ORDER.

ORDERED, by the Court this 15th day of September, 1948, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor.

MARVIN I. ANDERSON

Filed September 15, 1948

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. September 17, 1948

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Thelma L. Taylor, divorced, in ac.

To Attorney for fee, viz:	50.00	
To Attorney for commissions, viz:	<u>186.70</u>	236.70
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	28.00	
Capital-Gazette Press- handbills and tax	9.69	
Capital-Gazette Press- Order Nisi (sale)	5.00	
Capital-Gazette Press-Order Nisi (acct.)	5.00	
Maryland Casualty Co.- bond premium	20.00	
George W. Scible- auctioneer's fee	25.00	
One-half Federal revenue stamps	3.03	
One-half State revenue stamps	3.02	
Ruby W. Chaney- notary fees	<u>1.00</u>	99.74
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee-in full for mortgage claim filed		4,684.50

To Thelma L. Taylor, mortgagor-this balance

187.57

5,246.26



with George E. Rullman, Attorney named in Mortgage

Cr.

1948

Aug. 10	Proceeds of Sale	5,200.00	
	Interest on deferred payment	<u>23.50</u>	5,223.50
	Refund 1948 State and County taxes (\$58.20-adj.)		<u>22.76</u>
			<u>5,246.26</u>

Filed September 20, 1948

ORDER NISI

ORDERED, this 20th day of September, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of October next.

John H. Hopkins, 3rd, Clerk.

Filed September 20, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 21, 1948.

We hereby certify, that the annexed Order Nisi- Eq. # 9483 Auditor's Account was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of October, 1948. The first insertion being made the 23rd day of September, 1948

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed October 23, 1948

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 25th day of October, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson, Judge.

Filed October 25, 1948

JOHN B. ROWE, Assignee	:	No. 9415 EQUITY
vs	:	IN THE CIRCUIT COURT
WILBERT C. PHELPS and	:	FOR
VIOLA PHELPS, his wife.	:	ANNE ARUNDEL COUNTY.

:: : : : :

FOR previous Records see Equity Records No. 64 folio 183.

ASSIGNMENT.

The Annapolis Banking & Trust Company, Mortgagee, and JOHN B. ROWE, Assignee, in the above entitled case, hereby assign all of their right, title and interest in and to the above proceedings

for any claim of the Mortgagee against the Mortgagors for a right to a Decree in the foreclosure for the deficiency as stated in the Auditor's Account in the amount of Seven hundred five Dollars and Three Cents (\$705.03), plus costs, to Carl R. Gray, Jr., as Administrator of Veterans' Affairs, as Officer of the United States of America, and his successors and assigns, and directs the Clerk to enter said proceedings to the use of Carl R. Gray, Jr., Administrator of Veterans' Affairs, an Officer of the United States of America, and his successors and assigns.

James K. Cullen, Solicitor

THE ANNAPOLIS BANKING & TRUST COMPANY

By Andrew A. Kramer, President

John B. Rowe, Assignee

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I Hereby certify that on this 26th day of October, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared ANDREW A. KRAMER, President of The Annapolis Banking & Trust Company, and acknowledged the foregoing Order on behalf of The Annapolis Banking & Trust Company.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Mary G. Herald, Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 23rd day of October, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JOHN B. ROWE, Assignee, and acknowledged the foregoing Order to be his act.

AS WITNESS my hand and Notarial Seal.

Mary Ruth Mullineaux, Notary Public

(Notarial Seal)

Filed October 30, 1948.

IN THE MATTER OF THE SALE OF	:	No. 9471 Equity
THE MORTGAGED REAL ESTATE	:	IN THE
OF	:	CIRCUIT COURT
WILLIS V. AUSTIN , and	:	FOR
THELMA L. AUSTIN, his wife,	:	ANNE ARUNDEL COUNTY
(CARRIE FRANCES OFFUTT, Present OWNER)	:	

: : : : :

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket this case, enter my appearance, record assignment, and file original mortgage.

C. Osborne Duvall, Assignee.

Filed June 15", 1948

PURCHASE MONEY MORTGAGE

THIS PURCHASE MONEY MORTGAGE, Made this 13" day of September, in the year one thousand, nine hundred and forty-six, between William V. Austin and Thelma L. Austin, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, haing received therefrom an advance in the sum of Forty five hundred dollars (\$4500.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of 6 per cent (6%) per annum in the manner following:

By the payment of Fifty (\$50.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of 194\_, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

The due expectation of this mortgage having been a condition precedent to the granting of said ADVANCE.

NOW THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of one dollar, the said Mortgagors do hereby grant and convey unto the said WELHALM BUILDING AND LOAN ASSOCIATION, INCORPORATED, ITS SUCCESSORS AND ASSIGNS IN FEE SIMPLE.

ALL THOSE four lots, pieces or parcels of ground, situate, lying and being in First District, Anne Arundel County, Maryland.

FIRST: All these two lots of ground, situate, lying and being in First Election District of Anne Arundel County, Maryland, being known and designated as Lots 13 and 14, Section 0, Beverley Beach, as shown on Plat of Beverley Beach recorded among Plat Records of Anne Arundel County in Cabinet 1 Rod A-5 folio 16.

SECOND: All those two tracts of land described in the deed of even date herewith, from Howard S. Arnold and Madeline T. Arnold, his wife, et al, to Willis V. Austin, Jr., and Thelma L. Austin, his wife, designated as tracts A & B and therein more fully described.

BEING all those tracts of land conveyed to the said Willis V. Austin, Jr., and Thelma L. Austin his wife, by the said Howard E. Arnold and Madeline T. Arnold, his wife, et al, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior to the recording of this mortgage, and therein more fully described.

THIS MORTGAGE is a purchase money mortgage and is given as a part of the purchase price of the within described property.

FUTURE ADVANCES: The parties hereto agree that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed Five hundred (\$500.00) dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof; and all such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and all such future advances shall be a lien on the property herein described as of date of this mortgage, good and valid against and superior to all rights of subsequent creditors, purchasers, mortgagees, and other lienors and encumbrancers, and any of them provided the full amount of any such advance is used for payment the cost of any repair, alterations or improvement to the mortgagors' property.

Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns in fee simple.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns covenant with the said Mortgagee as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent, (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises, and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default

in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for MARVIN I. ANDERSON, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of \$50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making same under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses costs and commissions the said Mortgagors, for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagors covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Witness

Myrtle Sturm

Willis V. Austin, Jr., (SEAL)

Thelma L. Austin (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 16 day of September, 1946, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Willis V. Austin and Thelma L. Austin, his wife, the Mortgagors named in the foregoing Mortgage, and acknowledged the foregoing mortgage to be their act. At the same time also appeared Marvin I. Anderson, Agent and Attorney of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and as such Agent and Attorney duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Myrtle Sturm, Notary Public.

SHORT ASSIGNMENT

The Wellham Building and Loan Association, Incorporated, for value received does hereby assign the within mortgage, for the purpose of foreclosure, to C. Osborne Duvall.

Witness the corporate name of the Willham Building and Loan Association, Incorporated, by George T. Cromwell, its Vice President, and the corporate seal thereof attested by John R. Rickett, its Secretary, this 9th day of June, 1948.

Attest: (Corporate Seal)

The Wellham Building and Loan Association, Incorporated,

John R. Rickett, Secretary.

ed.

By George T. Cromwell, Vice President.

Received for Record Sept. 25, 1946, at 9 A.M.

Filed June 15, 1948.

STATEMENT OF MORTGAGEE'S CLAIM

Amount of Mortgage dated September 13, 1946 from Willis V. Austin and Thelma L. Austin, his wife, to Wellham Building and Loan Association recorded Liber JHH No. 379, Folio 488 - \$4500.00

Date	Principal	Interest	Expense	Withdrawal	
Nov. 13, 1946	67.50	22.50	10.00		
Dec. 18, 1946	45.33	44.67	10.00		
Jan. 22, 1947	28.06	21.94			
Mar. 5, 1947	18.20	21.90	10.00		
Mar. 19, 1947	18.29	21.71	10.00		
Mar. 19, 1947				Taxes 32.81	
Apr. 23, 1947	18.38	21.62	10.00		
May 28, 1947	23.48	21.52	5.00		
May 28, 1947	23.59	21.41	5.00		
Jul. 30, 1947	23.71	21.29	5.00		
Sep. 24, 1947	32.19	42.34	35.10	32.19	
Nov. 12, 1947	47.98	42.02	10.00		
Oct. 1947				Ins. 35.10	
Apr. 28, 1948				Taxes 4.34	
	346.71	302.92	110.10	104.44	346.71
Balance on Mortgage Principal					4153.29
Interest from Nov. 24, 1947 to July 13, 1948					154.10
					4307.39
Less: Credit-Expenses Account Amount due Mortgagee-					5.66
					4301.73

Wellham Building and Loan Association

By: George T. Cromwell

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 30th day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George T. Cromwell Vice-President of Wellham Building and Loan Association, and made oath in due form of law that the above statement is just and true and that no payments were made for more than credit is given.

As witness my hand and seal Notarial.

(Notarial Seal)

Edwin A. DuVault, Notary Public

Filed July 7th, 1948

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, C. Osborne Duvall, 3 Avon Terrace, Weems Creek, Annapolis, Maryland, as Principal, and American Employers' Insurance Company, a corporation of the Commonwealth of Massachusetts, Boston, Mass., as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 7th day of July in the year nineteen hundred and forty-eight.

WHEREAS, the above bounden C. Osborne Duvall, Assignee by virtue of the power contained in a mortgage from Willis V. Austin and Thelma L. Austin, his wife, to Wellham Building & Loan Association, Inc., bearing date the 13th day of September, Nineteen hundred and forty-six and recorded among the Mortgage Records of Anne Arundel County, in Liber J.H.H. No. 379, Folio 488 the said C. Osborne Duvall, Assignee, is authorized and empowered to make sale of the property described in said mortgage in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon, in whole or in part, and

WHEREAS, C. Osborne Duvall, Assignee, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH: That if the above bounden C. Osborne Duvall, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Myrtle Sturm

(CORPORATE SEAL)

Elaine Ray

C. Osborne Duvall, (SEAL)

AMERICAN EMPLOYERS' INSURANCE COMPANY (SEAL)

BY: Elsie C. Evans, Attorney in-Fact.

Filed and Approved this 8th day of July, 1948.

John H. Hopkins, 3rd, Clerk.

ASSIGNEE'S SALE

OF VALUABLE IMPROVED REAL ESTATE IN THE FIRST ELECTION DISTRICT OF ANNE ARUNDEL CO., MARYLAND.

By virtue of the power of sale contained in a mortgage from Willis V. Austin and Thelma L. Austin his wife, to Wellham Building and Loan Association, Incorporated, a body corporate, dated September 13, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 379, Folio 488, the undersigned Assignee, default having occurred under said mortgage, will offer at public sale at the

Court House Door, in the City of Annapolis, Maryland, on TUESDAY, JULY 13, 1948 at 11:00 A .M., the property mentioned in said mortgage to wit:

All those two lots of ground, situate, lying and being in the First Election District of Anne Arundel County, Maryland, being known and designated as Lots 13 and 14 Section 0, Beverley Beach, as shown on Plat of Beverley Beach recorded among Plat Records of Anne Arundel County in Cabinet 1, Rod A-5 Folio 16. And,

All those two lots of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and described as follows:

A. Beginning at a point on the second line of the conveyance from Benjamin Brown to The Beverley Beach Development Company as recorded on January 23, 1929, in Liber F.S.R. No. 48 folio 50, which point of beginning is North 83 degrees 28 minutes west 39 feet from a stake previously set on the west side of a 20 foot right of way and is north 83 degrees 28 minutes west 59.0 feet from the beginning of said line; thence with said second line, north 83 degrees 28 minutes west 25 feet to a stake; thence leaving said conveyance north 7 degrees 17 minutes east 124.7 feet to a stake set in the third line of the conveyance from William E. Cook to Benjamin Brown, recorded in Liber W.N.W. No. 4, folio 79, said stake being north 75 degrees 45 minutes west 84 feet from the beginning of said third line, thence reversing said line and running south 75 degrees 45 minutes east 25 feet to a stake; thence leaving said line and running southwesterly 121.35 feet to the beginning; subject, however, to a ten foot right of way along the third line of the conveyance from Cook to Brown as recorded in Liber W.N.W. No. 4, folio 79, over the above described lot for Brown's own personal use and the use of subsequent owners of the remaining land of Brown, and together with a ten foot right of way, with use in common, along said third line to Cadles Creek.

B. Beginning for the same at a stake set south 83 degrees 48 minutes west 20 feet from the end of the first line of the conveyance from Benjamin Brown, to the Beverley Beach Development Company, as recorded in Liber F.S.R. No. 48 folio 50, which stake is on the second line of the said conveyance and is also on the West side of a 20 foot right of way now in use along the first line of said conveyance to Lake View Avenue, thence leaving said conveyance and with said side of said right of way, north 6 degrees 58 minutes east 116.1 feet to a pipe set in the third line of the conveyance from Cook to Brown, as recorded on the 23rd day of October, 1918, among the Land Records of Anne Arundel County in Liber W.N.W. No. 4, folio 79, which pipe is north 75 degrees 45 minutes west 20 feet from the beginning of said third line, thence with said third line north 75 degrees 45 minutes west 39 feet, thence leaving said third line and running Southwesterly 121.35 feet to intersect a line drawn north 83 degrees 28 minutes west 39 feet from the beginning, thence with said line south 83 degrees 28 minutes East 39 feet to the beginning; together with the use in common of a right of way over the roadway, as now laid out, leading from Cadles Creek over the property of Benjamin Brown to the main County Road.

Being the same property which was conveyed to Carrie Frances Offutt by Willis V. Austin, Jr., et al. by deed dated September 19, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 432, folio 171. The said property is subject to the conditions and restrictions of record.

The above property is improved by a five room frame dwelling.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on the day of sale, and

the balance of purchase money with interest thereon at the rate of 6% per annum from day of sale, to be paid on ratification of sale by the Court

Documentary stamps to be borne equally. Taxes to be adjusted to day of sale. Documentary stamps to be borne equally. George W. Scible, Auctioneer C. Osborne Duvall, Assignee



J.H.H. #64 Equity

AGREEMENT

This is to certify that I have this day purchased at public auction from C. Osborne Duvall, Assignee, the property herein described at and for the sum of Four Thousand Six Hundred Dollars and I hereby agree to comply with the terms of the sale.

Witness my hand and seal this 13th day of July, 1948.

Witness: C. Osborne Duvall.

Mary J. Amatulli

(SEAL)

CERTIFICATE OF AUCTIONEER

This is to certify that I have this day sold at public auction for C. Osborne Duvall, Assignee, the property herein described to Mary J. Amatulli at and for the sum of Four Thousand Six Hundred Dollars she being at that price the highest bidder therefor.

Witness my hand and seal this \_\_\_ day of July, 1948.

Witness

Geo. W. Scible

(SEAL)

C. Osborne Duvall

Auctioneer

Filed July 14, 1948

ORDER NISI

ORDERED this 14th day of July, 1948, that the sale of the property mentioned in these proceedings made and reported by C. Osborne Duvall, Assignee, of the mortgage filed herein be ratified and confirmed, unless cause to the contrary be shown on or before the 16th day of August, 1948, provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 16th day of August, 1948.

The report states the amount of sale to be \$4,600.00..

John H. Hopkins, 3rd, Clerk.

Filed 14 July, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. Aug. 12, 1948

We hereby certify that the annexed Order Nisi, Eq. #9471- Real Estate Sale Willis V. Austin was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of August, 1948. The first insertion being made the 22nd day of July, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

Filed 12 August 1948. By R. L. Brown

FINAL ORDER OF RATIFICATION

ORDERED this 20th day of August, 1948, that the sale made and reported by C. Osborne Duvall, Assignee, as aforesaid be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the Assignee is allowed the commissions provided in said mortgage and such proper expenses as he shall produce vouchers for to the Auditor.

MARVIN I. ANDERSON, Judge

Filed August 20, 1948

REPORT OF SALE

To the Honorable, the Judges of said Court;

The Report of C. Osborne Duvall, Assignee, of the mortgage filed in these proceedings authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That said mortgage being in default and after having given bond with surety which was duly approved, and having given twenty days notice of the time, place, manner and terms of sale by

advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, he did pursuant to the said notice of sale attend in person at the Court House Door in the City of Annapolis, Maryland, On Tuesday, July 13, 1948, at 11:00 o'clock A.M., and then and there in the presence of a number of persons did proceed to sell at public sale the property mentioned in said mortgage to wit: ALL those two lots of ground, situate, lying and being in the First Election District of Anne Arundel County, Maryland, being known and designated as Lots 13 and 14 Section 0, Beverley Beach, as shown on Plat of Beverley Beach recorded among Plat Records of Anne Arundel County in Cabinet 1, Rod A-5 Folio 16.

And all those two lots of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and described as follows:

A. Beginning at a point on the second line of the conveyance from Benjamin Brown to The Beverley Beach Development Company as recorded on January 23, 1929, in Liber F.S.R. No. 48, folio 50, which point of beginning is North 83 degrees 28 minutes west 39 feet from a stake previously set on the west side of a 20 foot right of way and is north 83 degrees 28 minutes west 59.0 feet from the beginning of said line; thence with said second line, north 83 degrees 28 minutes west 25 feet to a stake; thence leaving said conveyance north 7 degrees 17 minutes east 124.7 feet to a stake set in the third line of the conveyance from William E. Cook to Benjamin Brown, recorded in Liber W.N.W. No. 4, folio 79, said stake being north 75 degrees 45 minutes west 84 feet from the beginning of said third line, thence reversing said line and running south 75 degrees 45 minutes east 25 feet to a stake; thence leaving said line and running southwesterly 121.35 feet to the beginning; subject, however, to a ten foot right of way along the third line of the conveyance from Cook to Brown as recorded in Liber W.N.W. No. 4 folio 79, over the above described lot for Brown's own personal use and the use of subsequent owners of the remaining land of Brown, and together with a ten foot right of way, with use in common, along said third line to Cadles Creek.

B. Beginning for the same at a stake set south 83 degrees 48 minutes west 20 feet from the end of the first line of the conveyance from Benjamin Brown to the Beverley Beach Development Company, as recorded in Liber F. S.R. No. 48 folio 50, which stake is on the second line of the said conveyance and is also on the West side of a 20 foot right of way now in use along the first line of said conveyance to Lake View Avenue, thence leaving said conveyance and with said side of said right of way, north 6 degrees 58 minutes east 116.1 feet to a pipe set in the third line of the conveyance from Cook to Brown, as recorded on the 23rd day of October, 1918, among the Land Records of Anne Arundel County in Liber W.N.W. No. 4, folio 79, which pipe is north 75 degrees 45 minutes west 20 feet from the beginning of said third line, thence with said third line north 75 degrees 45 minutes west 39 feet, thence leaving said third line and running southwesterly 121.35 feet to intersect a line drawn north 83 degrees 28 minutes west 39 feet from the beginning, thence with said line north 83 degrees 28 minutes East 39 feet to the beginning; together with the use in common of a right of way over the roadway, as now laid out, leading from Cadles Creek over the property of Benjamin Brown to the main County Road.

BEING the same property which was conveyed to Carrie Frances Offutt by Willis V. Austin, Jr., et al, by deed dated September 19, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 432, folio 171, and sold the same to Mary J. Amatulli at and for the sum of Four Thousand Six Hundred Dollars, she being at that price then and there the highest bidder therefore.

That the said purchaser agrees to comply with the terms of sale, agreement of purchaser and certificate of the auctioneer, marked Exhibit No. 1, with Report of Sale, is filed herewith.

All of which is respectfully submitted.

C.,Osborne Duvall , Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TOWIT:

I hereby certify that on this 14th day of July, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Osborne Duvall, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal.)

Myrtle Sturm, Notary Public

Filed July 14, 1948

(° Order Nisi, Certificate of Publication and Final Ratification, copied on pg.395, in error)

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. September 24, 1948.

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Willis V. Austin and Wife, et al. in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	<u>169.39</u>	219.39
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court, court costs	18.75	
Auditor- stating this account	<u>9.00</u>	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press-advertising sale	65.00	
Capital-Gazette Press- Order Nisi (sale)	5.00	
Capital-Gazette Press-Order Nisi (acct.)	5.00	
Whitemore Printing & Stationery co. hand-bills	12.50	
Richard Williams, Agent-bond premium	20.00	
George W. Scible-auctioneer's fee	25.00	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	
Clerk of Court - recording assignment	.75	
Myrtle Sturm- notary fee	<u>.50</u>	139.25
To Attorney for Taxes, viz:		
1948 State and County taxes (\$22.92-adj.)		12.24
To Wellham Building & Loan Ass'n. Inc., mortgagee- this		
balance on account mortgage claim		<u>4,239.79</u>

4,648.42

Amount of mortgage claim filed

4,301.73

Cr. Amount allowed as above

4,239.79

Balance subject to decree in personam

61.94

with C. Osborne Duvall, Assignee,

Cr.

1948

July 13	Proceeds of Sale	4,600.00	
	Interest on deferred payment to 9/21/48	<u>46.44</u>	4,646.44
	Refund 1948 State and County taxes (\$4.30 adj.)		<u>1.98</u>
			<u>4,648.42</u>

Filed September 24, 1948

ORDER NISI

ORDERED, This 24" day of September, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26" day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26" day of October next.

John H. Hopkins, 3rd, Clerk.

Filed September 24, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 27, 1948

We hereby certify, that the annexed Order Nisi, Eq., #9471 -Willis V. Austin was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of October, 1948. The first insertion being made the 30th day of September, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

Filed 27 October, 1948

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 27th day of October, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson, Judge.

Filed 27 October, 1948

IN THE MATTER OF THE SALE	:	No. 9418 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
PELMER G. GIBIS and	:	ANNE ARUNDEL COUNTY
LILLIE MAY GIBIS, HIS WIFE.	:	
	: : : : :	

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.,

P.O. address, Box 249, Annapolis, Md.

Attorney Named in Mortgage.

Filed March 30, 1948

MORTGAGE

THIS PURCHASE MONEY MORTGAGE, Made this 14th day of June, A. D. 1946, by and between PELMER G. GIBIS and LILLIE MAE GIBIS, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor is justly indebted to the Mortgagee, on a promissory note of even date herewith, payable twenty years after date in the principal sum of Six Thousand Dollars (\$6000.00), with interest from date, at the rate of four per centum (4%) per annum, on the unpaid principal until paid, principal and interest being payable at the office of the Annapolis Banking and Trust Company of Annapolis, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-six Dollars and thirty-six cents (\$36.36), including interest, commencing on the 14th day of July, 1946, and on the 14th day of each and every month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 14th day of June, 1966; the Mortgagor reserves the right to make payments in excess of the stipulated monthly payments in any amount on any interest date and interest on any amount so paid shall abate; and,

WHEREAS, the parties hereto have agreed that this mortgage shall be executed for the purpose of securing the payment of said note, and,

WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923, of the Laws of Maryland of 1945 or any amendment thereto.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar, the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at a stone planted at a stone planted at the center of a 20 foot road to be forever kept open as a public way for the use and benefit of the lots binding thereon, at the end of the second line of the lot secondly described in a deed from the Curtis Creek Mining Furnace and Manufacturing Company to William F. Kuethe, dated November 14, 1900 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 21, folio 400, which stone is also at the end of the line of the land conveyed by the said Curtis Creek Mining Furnace and Manufacturing Company to John Luetke and wife by deed dated November 28, 1902 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 33, folio 83; and running thence along the center of said road with the use and benefit thereof in common with others and along the second line of the land conveyed as aforesaid to John Luetke and wife, North 58 degrees, West 623.70 feet to the end thereof; thence still along the center of said road with the use thereof as aforesaid, North 58 degrees, West 1143.30 feet; thence leaving said road South 31 degrees, West 616 feet to a stake planted on the outlines of the lands of John T. Hammond and Agnes M. Hammond, his wife, thence with the said outlines, South 58 degrees, East 2184.51 feet to another stake; thence leaving said outlines, North 31 degrees, East 616 feet to a point in the third line of the land conveyed as aforesaid to William F. Kuethe, to the center of said 20 foot road; and thence with said line reversely along the center of said 20 foot road with the use thereof as aforesaid, North 58 degrees, West 417.50 feet to the place of beginning. Containing 30.88 acres of land, more or less.

BEING the same property that was conveyed to the within named Mortgagors from FRANCIS J. EASTWOOD, and MARY F. EASTWOOD, his wife, by deed of even date herewith and intended to be recorded

among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided, or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

2. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Six Thousand Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

5. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security, Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

7. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers, thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars (\$100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and bodies corporate shall be considered neuter gender.

WITNESS the signature(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

Gloria N. Bates, as to both

(Notarial Seal)

Pelmer G. Gibis (SEAL)

Lillie Mae Gibis (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 14th day of June, 1946, before me, the subscriber, a Notary

Public of the State of Maryland, in and for the County aforesaid, personally appeared PELMER G. GIBIS and LILLIE MAW GIBIS, his wife, the above named Mortgagors, and acknowledged the foregoing mortgage to be \_ act.

At the same time also personally appeared Wm. W. Townshend, Jr., the Attorney of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Gloria N. Bates Notary Public.

Recorded 14 June, 1946, at 3 P.M., Liber J.H.H. #365, folio 37.

Filed March 20, 1948

STATEMENT OF MORTGAGE CLAIM.

Amount of mortgage from Pelmer G. Gibis and Lillie Mae Gibis, his wife, to The	
Annapolis Banking and Trust Company, dated June 14, 1946, and recorded among	
the Land Records of Anne Arundel County in Liber J.H.H. No. 365, folio 37	-----\$5,693.02
Interest thereon from May 14, 1947 to April 27, 1948	----- 217.59
Insurance	----- 69.50
Total	----- \$5,980.11

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27th day of April, 1948, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared William W. Townshend, Jr., the Attorney named in Mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Gloria N. Bates, Notary Public

( Notarial Seal)

FILED April 21", 1948

B O N D

FIDELITY AND DEPOSIT COMPANY

KNOW ALL MEN BY THESE PRESENTS: That I, William W. Townshend, Jr., Attorney named in mortgage, as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound UNTO THE State of Maryland, in the full and just sum of Six Thousand (\$6,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally by these presents.

Sealed with our seals and dated this twenty-first day of April, in the year of our Lord 1948.

Whereas, the above bounden William W. Townshend, Jr., Attorney named in mortgage by virtue of the power contained in a mortgage from Pelmer G. Gibis and Lillie Mae Gibis, his wife, to the Annapolis Banking and Trust Company, a body corporate, bearing date the \_ day of June, 1948 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 365, Folio 37 and the said William W. Townshend, Jr., Attorney named in mortgage is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William W. Townshend,



Jr., Attorney named in mortgage do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden William W. Townshend, Jr., has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Agent, attested by its \_\_\_\_, the day and year first herein above written.

Signed, Sealed and delivered

in the presence of

Eloise Buikstra

Attest

R. L. Brown, Witness.

(CORPORATE)

( SEAL. )

WILLIAM W. TOWNSHEND, JR., (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Ridgely P. Melvin, Jr.,

Attorney -in-Fact.

Approved this 22<sup>nd</sup> day of April, 1948.

John H. Hopkins, 3rd, Clerk.

Filed April 22, 1948.

ATTORNEY'S SALE OF VALUABLE IMPROVED REAL ESTATE

By virtue of a power of sale contained in a Mortgage from Pelmer G. Gibis and Lillie Mae Gibis, his wife, to The Annapolis Banking and Trust Company, dated the 14th day of January, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. T. No. 365, folio 37, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on TUESDAY, APRIL 27, 1948, At 11 o'clock A. M., All that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

Beginning for the same at a stone planted at the center of a 20 foot road to be forever kept open as a public way for the use and benefit of the lots binding thereon, at the end of the second line of the lot secondly described in a deed from the Curtis Creek Mining, Furnace and Manufacturing Company to William F. Kuethe, dated November 14, 1900 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 21, folio 400, which stone is also at the end of the line of the land conveyed by the said Curtis Creek Mining, Furnace and Manufacturing Company to John Luetke and wife by deed dated November 28, 1902, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 33, folio 83; and running thence along the center of said road with the use and benefit thereof in common with others and along the second line of the land conveyed as aforesaid to John Luetke and wife, North 58 degrees, West 623.70 feet to the end thereof; thence still along the center of said road with the use thereof as aforesaid, North 58 degrees West 1143.30 feet; thence leaving said road South 31 degrees, West 616 feet to a stake planted on the outlines of the lands of John T. Hammond and Agnes M. Hammond, his wife, thence with the said outlines, South 58 degrees, East 2184.51 feet to another stake; thence leaving said outlines, North 31 degrees, East 616 feet to a point in the third line of the land conveyed as aforesaid to William F. Kuethe, to the center of said 20 foot road; and thence with said line reversely along the center of said 20 foot road with the use thereof as aforesaid, North 58 degrees, West 417.50 feet to the place of beginning. Containing 30.88 acres of land, more or less.

The above property is improved by a two-story dwelling of frame construction, with three bedrooms, living room, kitchen and basement, and also improved with a stable and several other out-buildings.

TERMS OF SALE: A deposit of Five Hundred dollars (\$500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to

GEORGE W. SCIBLE, Auctioneer

WILLIAM W. TOWNSEND, JR.,

Attorney named in Mortgage

P.O. Address, Box 249, Annapolis, Maryland.

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 1, 1948

We hereby certify, that the annexed Order of Publication - Pelmer G. Gibis & Lillie M. Gibis - was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of April, 1948. The first insertion being made the 1st day of April, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

Filed June 1, 1948

AUCTIONEER'S CERTIFICATE

This is to certify that I have this 27th day of April, in the year 1948, sold the property described by said advertisement in the Fourth Election District of Anne Arundel County and more particularly described as all that tract of land containing 30.88 acres of land, more or less, at and for the sum of Four thousand nine hundred fifty \_ to Howard M. Pumphrey, being then and there the highest bidder for said property.

Geo. W. Scible, Auctioneer.

PURCHASER'S CERTIFICATE

Annapolis, Maryland, April 27, 1948

I hereby certify that I have this 27th day of April in the year 1948, purchased from William W. Townsend, Jr., Attorney named in Mortgage, the property situated in the Fourth Election District of Anne Arundel County, and described as all that tract of land containing 30.88 acres, more or less, at and for the sum of Four thousand nine hundred fifty Dollars, and do hereby agree to comply with the terms of sale.

Howard M. Pumphrey, Purchaser.

Filed April 27, 1948

REPORT OF SALE

To the Honorable, the Judges of said Court.

The Report of Sale of William W. Townsend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Pelmer G. Gibes and Lillie Mae Gibis, his wife, to the Annapolis Banking and Trust Company, dated the 14th day of June, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 365, Folio 37, the said William W. Townsend, Jr., Attorney named in the aforesaid Mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, April 27, 1948, at

11 O'clock, A. M. and then and there sold the said property to Howard M. Pumphrey at and for the sum of Four Thousand nine hundred fifty Dollars, being at that figure the highest bidder therefor, said property being the following:

All that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, containing 30.88 acres of land, more or less, and more\_\_being more particularly described by metes and bounds, courses and distances, in the above mentioned mortgage.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: a deposit of five hundred dollars (\$500.00) will be required of the purchaser or purchasers on day of sale, and the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.,

Attorney named in mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this twenty-seventh day of April, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforessid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS MY hand and Seal Notarial

(Notarial Seal)

Gloria N. Bates, Notary Public

Filed April 27, 1948

ORDER NISI

ORDERED this 27th day of April, 1948, That the sale of the property mentioned in these proceedings made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of May next. The Report states that the amount of Sales to be \$4,950.00.

John H. Hopkins, 3rd, Clerk.

Filed April 27, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 1, 1948

We hereby certify, that the annexed Order of Nisi Pelmer G. Gibis & Lillie M. Gibis was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of May, 1948. The first insertion being made the 22nd day of April, 1948.

THE CAPITAL GAZETTE PRESS, INC.,

By R. L. Brown.

Filed June 1, 1948

FINAL ORDER

ORDERED BY THE COURT, This 1st day of June, 1948 that the sale made and reported by the attorney

aforesaid, be and the same \_ hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

MARVIN I. ANDERSON \_\_\_\_\_

Filed June 1, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. June 3, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Pelmer G. Gibis and Wife in ac.

To Attorney for Fee, viz:	100.00	
To Attorney for commissions, viz:	<u>179.28</u>	279.28
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor- stating this account	<u>9.50</u>	38.25
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	43.00	
Capital-Gazette Press- hand bills & tax	9.69	
Capital-Gazette Press- Order Nisi (Sale)	5.00	
Capital-Gazette Press-Order Nisi (acct)	5.00	
Fidelity & Deposit Co.of Md.premium bond	24.00	
George W. Scible-auctioneer's-fee	25.00	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	
Gloria N. Bates- notary fees	<u>1.00</u>	118.19
To Attorney for Taxes, viz:		
1947 State and County taxes	46.73	
1948 State and County taxes (36.98-adj.)	<u>12.48</u>	59.21
To The Annapolis Banking & Trust Company,		
Mortgagee-this balance on account		
mortgage claim		<u>4,481.02</u>
°°		<u>4,975.95</u>
WITH William W. Townshend, Jr., Attorney named in Mortgage		Cr
1948		
Apr. 27 Proceeds of Sale	4,950.00	
Interest on deferred payment from		
4/27/48 to 6/1/48	<u>25.95</u>	4,975.95
		<u>4,975.95</u>
°°Amount of mortgage claim filed	5,980.11	
Cr. Amount allowed as above	<u>4,481.02</u>	
Balance subject to decree in personam	<u>1,499.09</u>	

Filed July 8, 1948.

ORDERED, this 4" day of June, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6" day of July next; Provided a copy of whic Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6" day of July next.

John H. Hopkins, 3rd, Clerk.

Filed 4 June, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 6, 1948

We hereby certify, that the annexed Order of Nisi Eq. #9418 Pelmer G. Gibis was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of July, 1948. The first insertion being made the 27th day of May, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

Filed July 7, 1948

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 8th day of July, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

MARVIN I. ANDERSON, JUDGE.

Filed 16 July, 1948

4 PBC:EL 6-16-48

EX PARTE IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
TRUST ESTATE UNDER DEED OF TRUST	:	OF
FROM	:	ANNE ARUNDEL COUNTY
HELEN M. DALY TO C. NELSON DUGAN,	:	NO. 9479 IN EQUITY
TRUSTEE.	:	Docket 13 Folio 208.

.....

PETITION TO APPOINT SUCCESSOR TRUSTEES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles J. Peach and Cumberland Dugan, 520 North Charles Street, Baltimore 1, Maryland, by Philemon B. Coulter, their solicitor, respectfully shows unto your Honors:

1. That by deed dated May 27, 1939 and recorded among the land records of Anne Arundel County, in Liber JHH No. 198, folio 332, etc. certified copy whereof is hereto attached as part hereof marked, "Exhibit A", Helen M. Daly, unmarried, of Baltimore, Maryland, granted and conveyed to C. Nelson Dugan certain real property in the City of Annapolis, Maryland, more particularly described in said deed, in trust to collect the income, issues, and profits therefrom arising and after paying thereout all necessary expenses and charges of every kind and character and all necessary expenses of administration of the trust as in said deed provided, to apply said income and in his discretion the corpus to the maintenance and care of Ellen Ridout Dugan, non compos mentis, for and during her natural life and after her death to grant and convey the corpus of the trust, if any, and any accumulated and undistributed income therefrom to Mary Coale Dugan, if then living, freed, cleared, and

discharged of all the provisions of the trust, and that in the event that said Mary Coale Dugan be not then living then to grant and convey as aforesaid to the heirs at law of said Ellen Ridout Dugan as is more particularly set out in said Deed. Said deed vests in said Trustee full power of sale of the assets of the trust estate as therein set out.

2. That pursuant to said power of sale said C. Nelson Dugan, Trustee, by deed dated 22nd day of April, 1946 and recorded among the land records of Anne Arundel County of Maryland, in Liber JHH No. 358 Folio 326 etc. granted and conveyed the corpus of said trust estate consisting of said properties to Mary Jameson De Roode and Richard Macgill and Margaret De Roode Macgill, his wife, of Annapolis, Maryland, and as part of the consideration for said conveyance took from said Mary Jameson De Roode and Richard Macgill and Margaret De Roode Macgill, his wife, Grantees, a purchase money mortgage dated April 22, 1946, and recorded among the land records of Anne Arundel County in Liber JHH No. 358, Folio 328, etc. certified copy whereof is hereto attached as part hereof marked "Exhibit B".

3. That said Mary Jameson De Roode and Richard Macgill and Margaret De Roode Macgill, his wife, Mortgagors as aforesaid have indicated a desire to pay off the remaining balance of said purchase price secured by said purchase money mortgage and desire a proper release of said purchase money mortgage.

4. That said C. Nelson Dugan, Trustee, as aforesaid died in Baltimore, Maryland, April 21, 1947, wherefore said trust estate is without a Trustee.

5. That said Ellen Ridout Dugan, and said Mary Coale Dugan are both living.

6. That paragraph Sixth of the Last Will and Testament of said C. Nelson Dugan, deceased, father of said Ellen Ridout Dugan, certified copy whereof is hereto attached as part hereof, marked "Exhibit C", reads as follows:

"It is my request that Charles J. Peach and Cumberland Dugan succeed me as Committee and Trustee for my daughter, Ellen Ridout Dugan."

7. That by Order of the Circuit Court of Baltimore City, dated May 26, 1948, in the cause entitled, "Ex Parte in the Matter of Ellen Ridout Dugan, an incompetent", certified copy whereof is hereto attached as part hereof marked, "Exhibit D", your Petitioners were appointed Committee to care for and manage the property of said Ellen Ridout Dugan, an incompetent.

8. Attached hereto as part hereof is an assent by said Mary Coale Dugan to the granting of the prayer of this Petition.

WHEREFORE YOUR PETITIONERS PRAY THIS HONORABLE COURT to appoint them Successor Trustees under said deed of trust from Helen M. Daly to C. Nelson Dugan, Trustee.

And as in duty bound will ever pray.

Charles J. Peach

Philemon B. Coulter

Cumberland Dugan, Petitioners

Solicitor for Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22nd day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared CHARLES J. PEACH and CUMBERLAND DUGAN, Petitioners hereinabove, who each made oath in due form of law that the matters and facts set out in the foregoing Petition are true as therein stated to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Margaret C. Murphy, Notary Public

ASSENT

I, the undersigned, Mary Coale Dugan, 124 West Landvale Street, Baltimore 17, Maryland, mentioned in the foregoing Petition, hereby assent to the granting of the prayer of said Petition.

Mary Coale Dugan

6 PBC:emh 6-11-48

ORDER

Upon the foregoing Petition, Exhibits, Affidavit and Assent, it is this 1st day of July, 1948, by the Circuit Court of Anne Arundel County, in Equity.

ORDERED That Charles J. Peach and Cumberland Dugan, 520 North Charles Street, Baltimore 1, Maryland, be and they are hereby appointed Successor Trustees of the trust estate created by the deed of trust dated May 27, 1939 from Helen M. Daly, unmarried, of the City of Baltimore, State of Maryland, to C. Nelson Dugan of the City of Baltimore, State of Maryland, recorded among the land records of Anne Arundel County in Liber JHH No. 198, folio 332.

James Clark, Judge

EXHIBIT "A"  
DEED

THIS DEED, Made this 27th day of May, in the year, Nineteen Hundred and Thirty Nine, by and between HELEN M. DALY, unmarried, of the City of Baltimore, in the State of Maryland, as party of the first part, and C. NELSON DUGAN, of the City of Baltimore, in the State of Maryland, Trustee as hereinafter mentioned, as party of the second part.

WITNESSETH: That in consideration of the sum of Five Dollars and other valuable considerations, the receipt of which is hereby acknowledged, the said HELEN M. DALY, unmarried, does now grant and convey unto the said C. NELSON DUGAN, Trustee, (to hold upon the trusts and limitations hereinafter set forth), his successors and assigns, all that lot or parcel of ground and premises, situate, lying and being in the County of Anne Arundel, in the State of Maryland, and being more particularly described as follows, that is to say:-

BEGINNING FOR THE SAME on the southwest side of King George Street, distant three hundred and eighty seven feet, and Nine inches in a southeasterly direction from the south corner of Maryland Avenue and King George Street (Annapolis), said place of beginning being in the centre of an old brick wall dividing the land hereby conveyed and that belonging to the estate of Richard Swan, deceased, (now) Carvel Hall; and running thence, southwesterly through the centre of said wall, one hundred feet to the end of the seventy seven feet, nine inches line of the land 2ndly described in a deed from Mary Coale Dugan, to the David-Smith-Corporation, dated October 1st, 1929, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. #61, folio 246,&c.; thence Southwesterly binding on said line, reversely, to the end thereof, and continuing the same direction along the ninety eight feet nine inches line of said land, in all, eighty six feet and nine inches; thence, Northwesterly, parallel with the second line of the land described in the deed above mentioned, fifty eight feet and one and seven-eighths inches more or less, to the passage way mentioned and described in said deed; thence, Northeasterly, binding on said Passage Way, with the right to use the same in common with others, twenty-six feet and nine inches to the end thereof, and thence, still northeasterly, continuing the same direction, sixty feet to the Northwesterly two hundred and forty feet line of the land described in the deed above referred to, at a point thereon, distant fifty nine and one quarter inches from the beginning of said line; thence, binding on said line, reversely southeasterly, twenty feet to the end of the second line of the parcel of land 4thly described in the deed above referred to; and thence, Northeasterly, binding on said line, one hundred feet to

King George Street; and thence, Southeasterly, binding on the southwest side of King George Street, forty feet to the place of beginning.

BEING SAME PREMISES which, by deed, dated, of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by THE DAVIS-SMITH REALTY CORPORATION to the said HELEN M. DALY, in fee simple.

TOGETHER WITH the buildings and improvements thereupon erected, made or being; and all and every the rights, alleys, ways, waters, appurtenances, privileges and advantages, to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD said described lot or parcel of ground and premises hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said C. NELSON DUGAN, TRUSTEE, his successors and assigns, to hold upon the following uses and trusts, that is to say: IN SPECIAL TRUST AND CONFIDENCE, nevertheless, to collect the income, issues and profits therefrom, arising and after paying thereout, all necessary expenses and charges of every kind and character to which the land hereby conveyed, may be subject, and all necessary expenses of administration of this Trust, including commissions to said Trustees, as may be allowable by any competent Court of Equity in Maryland, to use and apply all the remaining income therefrom arising, and in his sole judgment and discretion such part or parts of the corpus as in his sole judgment may be proper to the use, maintenance and care of Ellen Rideout Dugan (non compos mentis) for and during the period of her natural life, and after her death, at from and immediately after her death, to grant and convey the remainder of the corpus of this trust estate, if any such there be), together with any accumulated and undistributed income therefrom, if any such there be, unto MARY COALE DUGAN, if then living, freed, cleared and discharged of all the provisions of this Trust. BUT if said Mary Coale Dugan, be not then living (that is, at time of death of said Ellen Rideout Dugan), then to grant and convey the remainder of the corpus of this trust estate, if any such there be, and all accumulative and undistributed income, if any such there be, unto all such person or persons, who, under the present laws of the State of Maryland, would then be the heirs at law of the said Ellen Rideout Dugan, in such proportions as they would under the present laws of the State of Maryland, take as heirs at law of said Ellen Rideout Dugan, in fee simple, freed, cleared and discharged of all the terms and provisions of this Trust.

AND FOR THE BETTER EXECUTION of the functions by this deed, imposed on said Trustee, the said Trustee, is hereby authorized and empowered to sell all or any part or parts of this trust estate, and to mortgage or otherwise encumber the whole or any part or parts of this trust estate, and to execute good and legal instruments, effectual in law for such purpose or purposes. Provided, that in all cases of sale or sales, or mortgage or mortgages, whenever, in the judgment of the said Trustee, the proceeds are not necessary for the support and maintenance and care of said Ellen Rideout Dugan, at the time of such sale or mortgage, or not necessary for distribution purposes at time of such sale or sales, or mortgage or mortgages that the proceeds thereof, be invested in well secured ground rents, if reasonable possible, and if not reasonably possible, then to the best advantage in his judgment, in other securities.

AND the said Helen M. Daly, unmarried, hereby covenants that she has not done nor suffered to be done any act matter or thing whatever, (other than mortgages) to encumber the property hereby conveyed; that she will warrant specially the property hereby granted and conveyed except as aforesaid; and that she will execute such further assurances of said premises as may be requisite.



WITNESS the hand and seal of the said Grantor.

WITNESS

HELEN M. DALY

(SEAL)

MARGARET C. MURPHY

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 27th day of May, in the year, Nineteen Hundred and Thirty Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared HELEN M. DALY, unmarried, above named Grantor and she acknowledged that she executed the foregoing deed as her act and deed.

As witness my hand and notarial seal.

MARGARET C. MURPHY, NOTARY PUBLIC

(Notarial Seal)

Recorded-June 5, 1939- 1:45-P.M.

STATE OF MARYLAND, County of Anne Arundel, to wit:

I Hereby Certify that the foregoing deed is truly taken and copied from Liber J.H.H. No. 198, folio 332, etc., one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 9th day of June, A. D. 1948.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

EXHIBIT "B" "  
PURCHASE MONEY MORTGAGE

THIS PURCHASE MONEY MORTGAGE, Made this twenty-second day of April in the year nineteen hundred and forty-six, by and between Mary/DeRoode, Widow, and Richard Macgill and Margaret DeRoode Macgill, his wife, Mortgagors of the City of Baltimore, in the State of Maryland, of the first part, and C. Nelson Dugan, Trustee under Deed of Trust dated May 27, 1939 and recorded among the Land Records of Anne Arundel County in Liber \_\_\_\_\_ 198, folio 332 &c, from Helen M. Daly to the said C. Nelson Dugan, Trustee, Mortgagee, of the second part,

WHEREAS, THE PARTIES OF THE FIRST PART, Mortgagors, stand bona fide indebted to the party of the second part, Mortgagee in the full and just sum of Thirteen Thousand Six Hundred Dollars (\$13,600.00), this day loaned and advanced by the latter to the former and applied in part payment of the purchase price for the property hereinafter described, which sum of money the said Mortgagors hereby covenant and agree to repay in instalments as follows: in six annual installments of Two Thousand Dollars (\$2,000.00) Each, payable respectively, one, two, three, four, five and six years from the date hereof and a final instalment, being for the sum of Sixteen Hundred Dollars (\$1600.), payable at the expiration of seven years from the date hereof, together with interest to accrue on the unpaid balance of the principal indebtedness due hereunder at the rate of five per cent (5%) per annum, payable semi-annually, both principal and interest being payable in lawful money of the United States of America; and, WHEREAS, it is further understood, covenanted and agreed by and between the parties hereto for themselves, their heirs, personal representatives and assigns, that the Mortgagors shall have the right and privilege of prepaying the mortgage indebtedness hereby secured at any time, in whole or in parts, in sums not less than One Hundred Dollars (\$100.) upon any interest payment date, interest to abate proportionately from the date of any and all such prepayments; and, WHEREAS, it was a condition precedent to the granting of said loan that this mortgage should be executed;

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Mary Jameson DeRoode Widow, and Richard Macgill and Margaret DeRoode Macgill,

his wife, do grant and convey unto the said Mortgagee, C. Nelson Dugan, Trustee as aforesaid, his successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in the City of Annapolis, Anne Arundel County, and described as follows:

BEGINNING for the same on the southwest side of King George Street, distant three hundred and eighty seven feet and nine inches (387'9") in a southeasterly direction from the south corner of Maryland Avenue and King George Street, Annapolis, said place of beginning being in the center of an old brick wall dividing the land hereby conveyed and that belonging to the estate of Richard Swann, deceased (now Carvel Hall) and running thence, southwesterly through the center of said wall, one hundred feet to the end of the seventy seven feet nine inches (77'9") line of the land secondly described in a deed from Mary Coale Dugan, to the Davis-Smith Corporation dated October 1, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 61, folio 246, &c., thence, continuing in the same direction, southwesterly binding on said line, reversely, to the end thereof, and still continuing the same direction along the ninety-eight feet nine inches (99'9") line of said land in all eighty six feet and nine inches (86'9"); thence, northwesterly, parallel with the second line of the land described in the deed above mentioned, fifty eight feet and one and seven eighths inches (58'1 7/8") more or less, to the passage way mentioned and described in said deed; thence, northeasterly, binding on said passage way, with the right to use the same in common with others, twenty-six feet and nine inches (26'9") to the end thereof; and thence, still northeasterly, continuing the same direction, sixty feet (60') to the northwesterly two hundred and forty (240') feet line of the land described in the deed above referred to at a point thereon distant fifty-nine feet nine and one-quarter inches (59'9 1/4") from the beginning of said line; thence binding on said line reversely south-easterly, twenty feet (20') to the end of the second line of the parcel of land fourthly described in the deed above referred to; and thence northeasterly binding on said line reversely one hundred feet (100') to King George Street; and thence southeasterly binding on the southwest side of King George Street, forty feet (40') to the place of beginning.

The improvements on front portion of said lot being known as No. 211 King George Street, otherwise, The Blue Lantern Inn, and the improvements on rear portion of said lot being known as No. 5 Cumberland Court, Annapolis.

BEING the same property which by Deed dated of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by C. Nelson Dugan, Trustee, to the said Mary Jameson DeRoode, Widow, and Richard Macgill and Margaret DeRoode Macgill, his wife, Mortgagors herein, in fee simple.

SUBJECT to a prior mortgage from Helen M. Daly, unmarried, to the Safe Deposit and Trust Company of Baltimore, a body corporate, dated May 27, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 198, folio 329, which mortgage has, been Assigned by the Safe Deposit and Trust Company of Baltimore, to Ignatius A. Coffey by short assignment dated May 11, 1944 and recorded among the aforesaid Land Records in Liber J.H.H. No. 198, folio 332, and upon which mortgage there is a principal balance due of Six Thousand Four Hundred Dollars (\$6400.00).

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of C. Nelson Dugan Trustee as aforesaid, his successors and assigns forever.

PROVIDED, that if the said Mary Jameson DeRoode, Widow, and Richard Macgill and Margaret DeRoode Macgill, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirteen Thousand Six Hundred (\$13,600.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants hereon on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mary Jameson DeRoode, and Richard Macgill and Margaret DeRoode \_\_\_\_\_, his wife, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mary Jameson DeRoode and Richard Macgill and Margaret DeRoode Macgill, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said C. Nelson Dugan, Trustee, his successors, personal representatives or assigns, or Walter C. Mylander, Jr., their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper published and printed in Anne Arundel County, and such other notice as by the said Mortgagee, his successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale to apply; First, to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said Mortgagee, his successors personal representatives and assigns, under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whosoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his successors, personal representatives or assigns, or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt, in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal

tender be made of said principal, costs, expenses and commission.

AND the said Mary Jameson DeRoode, Richard Macgill and Margaret DeRoode Macgill, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the Mortgagee, his successors personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Thousand Six Hundred (\$13,600.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire to inure to the benefit of the said Mortgagee, his successors, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his successors, personal representatives and assigns.

WITNESS The hands and seals of the said Mortgagors.

TEST AS TO ALL

MARY JAMESON DeROOSE (SEAL)

RICHARD MACGILL (SEAL)

JEAN CLAIRE HABIG

MARGARET DeROOSE MACGILL (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this twenty second day of April in the year nineteen hundred and forty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Mary Jameson DeRoode, widow, Richard Macgill and Margaret DeRoode Macgill, his wife the Mortgagors named in the foregoing Mortgage and they severally acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared C. Nelson Dugan, Trustee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

JEAN CLAIRE HABIG NOTARY PUBLIC

Recorded April 30, 1946-10:45 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify that the foregoing Mortgage is truly taken and copied from Liber J.H.H. No. 358, folio 328, etc., one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of June, A. D., 1948.

(Court Seal)

John H. Hopkins, 3rd , Clerk

EXHIBIT "C"

LAST WILL AND TESTAMENT OF C. NELSON DUGAN.

I, C. Nelson Dugan of the City of Baltimore, State of Maryland, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all former Wills and Codicils by me heretofore made, in manner and form following:

FIRST: I direct my Executors, hereinafter named, to pay all my just debts and funeral expenses as soon after my decease as may be practical, the latter to be in their sole and uncontrolled discretion.

SECOND: I give and bequeath to St. Mary's Catholic Church, Annapolis, Maryland, the sum of Two Hundred Dollars (\$200.00) for the saying of Masses for the report of my soul.

THIRD: To my dear wife, Prudence G. Ridout Dugan, who holds title to our house No. 131 West Lanvale Street with me as tenants by entireties, and to whom the same will automatically go at my death if she survives me, I give and bequeath all of the contents of said house, including all of my furniture, fixtures, household effects, silver, china and crystal,. I also

give and bequeath to my said wife all of my personal effects and jewelry and my automobile. in confirmation of the title to the property No. 131 West Lanvale Street, I give and devise said property, in the event confirmation thereof may be legally necessary, to my said wife, provided she survives me.

FOURTH: Where, as by virtue of the Partnership Agreement entered into between myself and Charles J. Peach in January 1946, it was provided that my nephew, Cumberland Dugan, is, at some future time, to be taken in as a partner under said Agreement, and in the event that said Partnership Agreement has not been formerly amended at the time of my death to provide for the taking in of my said nephew, Cumberland Dugan, on an equal basis with my partner, Charles J. Peach, it is my will and request that the said Charles J. Peach take my said nephew in at that time as an equal partner, if he be then living, without any other payment by my said nephew<sup>other</sup> than his assumption of equal liability for the payments provided for by the Seventh paragraph of said Agreement to my wife and daughters. In the event of the necessity of legal confirmation of said Partnership Agreement between myself and Charles J. Peach and Cumberland Dugan, I give and bequeath my interest in said partnership business to the said Charles J. Peach and Cumberland Dugan in equal shares, provided they both be living, or if not, to the one then living, subject to the Trusts provided for in paragraph Seven of said Agreement as follows: For a period of ten years following my death, the recipients or recipient of this bequest and their or his personal representatives and assigns, shall pay the sum of Two Thousand Dollars (\$2,000.00) per year, payable in monthly installments as follows:

One half thereof to Prudence G. Ridout Dugan, my wife, and one quarter thereof to my daughter Ellen Ridout Dugan, and the remaining one quarter thereof to my daughter Charlotte Nelson Dugan, provided said parties are respectively living at the times that said payments shall respectively accrue. In the event of the death of one or more of said named recipients, the share or shares of the one or ones so dying shall be payable from the date of her or their death or deaths to the survivors or survivor of them in the proportions following:

- (a) In the event of the death of either my daughters, two thirds to my surviving wife and one third to my surviving daughter.
- (b) In the event of the death of my wife, to my daughters equally.
- (c) In the event of the subsequent death of either survivor, to the other, absolutely, a vested interest in the remaining balance.

The said payments, for the period of ten years, are hereby declared to be a trust obligation of the partners and shall be paid by them into the hands of said named recipients as beneficiaries, and not into the hands of others, whether claiming by, through or under them or otherwise, in such manner that said payments shall not be assignable by them or any of them, nor anticipated and shall be beyond the reach of any of their creditors. Said payments being in consideration of and in full payment of my interest in said partnership.

Fifth: All the rest, residue and remainder of my estate, of every kind, character and description and wheresoever situate, real, personal and mixed, including all property over which I may have a power of appointment or other disposition, I direct my Executors to divide in three equal parts:

- (a) One third part thereof I give, devise and bequeath unto my said wife, Prudence G. Ridout Dugan, absolutely.
- (b) Another one third thereof I give, devise and bequeath unto Charles J. Peach and Cumberland Dugan, Trustees, and the survivor of them, in Trust and Confidence Nevertheless, to keep the

same invested in their or his sole discretion and to manage the same and to pay the net income therefrom, after payment of all proper costs and charges of administration of said Trust, to my said wife, Prudence G. Ridout Dugan, for the term of her life, and after her death, to pay out of said share the sum of Three Thousand Dollars (\$3,000.00) to the Redemptorists, a body corporate duly incorporated under the Laws of the State of Maryland, and to pay the net income on the remainder of said share to my daughter, Ellen Ridout Dugan, provided she survives my said wife, for the term of her life, and after her death, or in the event that she precedes my said wife, to pay the said net income on the balance of said share to my daughter, Charlotte Nelson Dugan, for the term of her life, and after her death, to grant, convey, assign, pay, hand over and deliver the balance of said share, and all accumulated and undistributed income then in the hands of said Trustees, free of the Trust, to such person or persons, corporation or corporations as my daughter, Charlotte Nelson Dugan, may by her Last Will and Testament appoint and direct, or in the absence of a valid Will disposing of said remainder, to my nephews and nieces living at the time of the death of such survivor, and the descendants per stirpes, of any of my deceased nephew and nieces. In the absence of any such, to the persons who would then be my heirs at law.

(c) The remaining one third I give, devise, and bequeath unto Charles J. Peach and Cumberland Dugan, Trustees, and the survivor of them, In Trust and Confidence Nevertheless, to keep the same invested in their or his sole discretion and to manage the same and pay the net income therefrom, after the payment of all proper costs and charges of administration of said Trust, to my daughter, Charlotte Nelson Dugan, for the term of her life, and upon her death to grant, convey, assign, pay, hand over and deliver the whole corpus thereof, and all accumulated and undistributed income then in their hands, free of the Trust, to such person or persons, corporation or corporations, as she, by her Last Will and Testament may appoint and direct, or in the absence of a valid Will disposing of said remainder to my nephews and nieces living at the time of her death, and the descendants per stirpes, of any of my then deceased nephews or nieces. In the absence of any such, to the persons who would then be my heirs at law.

The income from all of the Trusts created by this paragraph Fifth of my Will to be paid into the hands of the recipients thereof (except that in the case of my daughter, Ellen Ridout Dugan), it may be paid to her duly constituted Committee or Trustees) and not into the hands of another or others, in such manner that the same shall be inalienable by them, and beyond the reach of any creditor or creditors.

SIXTH: It is my request that Charles J. Peach and Cumberland Dugan succeed me as Committee and Trustees for my daughter, Ellen Ridout Dugan.

SEVENTH: I hereby Nominate, Constitute and Appoint Charles J. Peach and Cumberland Dugan, or the survivor of them, to be Executors of this my Will and I hereby request that they be excused from giving bond as such.

EIGHTH: I hereby invest my Trustees and Executors aforesaid with full power to sell, mortgage, lease, option enter into voluntary partitions, or otherwise dispose of any or all of the assets of my Estate and said respective Trust Estates, without the necessity of previous application to the Orphans' Court or any other Court. I further vest my Trustees with full discretion in the management and handling of my Estate, giving them full power to retain present investments; to allocate income to corpus or corpus to income as in their discretion they may deem wise; and generally to manage said Estate according to their judgment as fully and effectively as I could if living, and I direct that their judgment as to distribution and partition shall be final.

In Testimony Whereof I hereunto set my hand and affix my seal this 6th day of February, 1947.

C. NELSON DUGAN

(SEAL)

C. Nelson Dugan

Signed, Sealed, Published and Declared by the above named Testator as and for his Last Will and Testament in the presence of us, who at his request, in his presence and in the presence of each other have hereunto subscribed our names as Witnesses.

Helen M. Daly                      residing at              520 N. Charles St. City - 1

Minna A. Friedel                  residing at              3047 Abell Ave., City - 18

Olivia G. Peach                      "              //              Granite, Maryland.

BALTIMORE CITY, SS.

On the 26th day of April, 1947 came Cumberland Dugan and made oath in due form of law, that he does not know of any Will or Codicil of C. Nelson Dugan late of said City, deceased, other than the above instrument of writing, and that he found the same in the partnership safe of the Deceased, and that the said C. Nelson Dugan departed this life on the 21st day of April, 1947.

Sworn to in open Court.

Test: JOHN H. BOUSE

Register of Wills for Baltimore City.

BALTIMORE CITY, SS.

On the 20th day of April, 1947, came Helen M. Daly, Minna A. Friedel and Olivia G. Peach the three subscribing witnesses to the foregoing last Will and Testament of C. Nelson Dugan late of said city, deceased, and made oath in due form of law, that they did see Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they subscribed their names as witnesses to this Will in his presence at his request; and in the presence of each other.

Sworn to in open Court.

Test: John H. Bouse

Register of Wills for Baltimore City.

IN THE ORPHANS' COURT — Baltimore City:

The Court, after having carefully examined the above last Will and Testament of C. Nelson Dugan, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 20th day of April, 1947, that the same be admitted in this Court as the true and genuine last Will and Testament of the said C. Nelson Dugan, deceased.

( Leo J. Cummings

Judges ( Samuel Lasch

( Dulany Foster

(COURT SEAL)

STATE OF MARYLAND, BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the foregoing is a true and full copy of The Last Will and Testament of C. Nelson Dugan, late of said city, deceased, together with the proofs and probate thereof, etc. taken from Wills Liber J.H.B. B. No. 223 folio No. 420 etc., being one of the Records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this 9th day of June, in the year of our Lord nineteen hundred and forty-eight.

(COURT SEAL)

John H. Bouse,

Register of Wills for Baltimore City.

Decree Appointing Committee or Trustee Under Chapter 518, Act 1929.

EX PARTE:	:	IN THE CIRCUIT COURT
in the matter of	:	OF
ELLEN RIDOUT DUGAN, an	:	BALTIMORE CITY
Incompetent.	:	DOCKET 88A: Folio 130 No. A30231
	;;;;;;;;;	

DECREE APPOINTING COMMITTEE OR TRUSTEE UNDER  
CHAPTER 518, ACTS 1929.

DECREE

This cause standing ready for hearing and duly submitted, the proceedings were by the Court read and considered:

It is Thereupon, this 26th day of May, 1948, Adjudged, Ordered and Decreed, by the Circuit Court of Baltimore City, that Charles J. Peach and Cumberland Dugan be and they are hereby appointed Committee with full power and authority to care for and manage the property of the said Ellen Ridout Dugan and upon proper order of this Court to expend cash for the support and maintenance of the said Ellen Ridout Dugan under the direction of this Court; but before the said Charles J. Peach and Cumberland Dugan shall proceed to act as such Committee they shall give a corporate bond to the State of Maryland in the penalty of fourteen thousand Dollars with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of their duties as such Committee.

W. Conwell Smith

STATE OF MARYLAND, CITY OF BALTIMORE. SS:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Decree of Court now on file in this office in the cause therein entitled as above, and that the Committee therein named have filed their duly approved bond.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 26th day of May, A.M.D., 1948.

(COURT SEAL)

Henry J. Ripperger, Clerk.

EXHIBIT MDL.

EX PARTE:	:	IN THE
IN THE MATTER OF THE	:	CIRCUIT COURT
CHANGE OF NAME	:	FOR
OF	:	ANNE ARUNDEL COUNTY
JOHN GORDON TYLER AND	:	# 9480 EQUITY
MICHAEL GARRARD TYLER	: @	
	:::::::::	

PETITION FOR CHANGE OF NAMES:

TO THE HONORABLE, THE JUDGES OF SAID COURT:



The Petition of Helen Ellyson Tyler Abercrombie, on behalf of her infant children, John Gordon Tyler and Michael Garrard Tyler, respectfully represents unto your Honors:

1. Your Petitioner and her children are residents of Anne Arundel County, State of Maryland.
2. Your Petitioner was married to Worden Churchill Tyler on 3 October 1936 in the city of Washington, D. C. Two children were born as a result of said marriage. John Gordon Tyler was born 22 August 1937 and Michael Garrard Tyler was born 9 February 1940.
3. Said Worden Churchill Tyler abandoned your Petitioner and her children in the month of July 1943. By a decree of this Honorable Court dated 15 May 1945 your Petitioner was divorced a vinculo matrimonii from said Worden Churchill Tyler and the custody of the aforesaid children was awarded to her. The proceedings were entitled "Helen Ellyson Tyler vs. Worden Churchill Tyler, #2478 Divorces". The present whereabouts of Worden Churchill Tyler are unknown and to the best of your Petitioner's knowledge and belief have been unknown since July 1943, and it is believed that he is not now living.
4. On 16 June 1947 your Petitioner was married to Daniel Webster Abercrombie, officer in the United States Navy. The said Daniel Webster Abercrombie is now supporting your Petitioner's children and they are now listed as his dependents on the official records of the United States Navy. For reasons of convenience your Petitioner's children have adopted the name of Abercrombie and have become attached to your Petitioner's husband. Since your Petitioner is presently about to join her husband in England for an extended stay, she is desirous of having the names of her said infant children changed to that of her present husband.

Your Petitioner therefore prays this Honorable Court to pass an order changing the name of John Gordon Tyler to Gordon Ellyson Abercrombie and the name of Michael Garrard Tyler to Michael Garrard Abercrombie.

And, as in duty bound, etc.

William J. McWilliams,

Helen Ellyson Tyler Abercrombie.

Solicitor for Petitioner, 15 West Street.

Petitioner

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss:

I HEREBY CERTIFY, that, on this 8th day of July, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared HELEN ELLYSON TYLER ABERCROMBIE, the Petitioner herein, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Viola J. Brown, Notary Public

Filed 8 July, 1948.

DE C R E E

Upon the foregoing petition and affidavit, it is this 16th day of July, 1948, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the name of John Gordon Tyler be, and it is hereby changed to Gordon Ellyson Abercrombie, and the name of Michael Garrard Tyler be, and it is hereby changed to Michael Garrard Abercrombie, as is prayed in said petition, and that the said petitioner pay the costs of these proceedings, to be taxed by the Clerk.

Marvin I. Anderson,

Judge.

Filed 16 July, 1948.

EX PARTE	:	IN THE CIRCUIT COURT FOR
IN THE MATTER	:	BALTIMORE COUNTY
OF	:	NO. 9481 EQUITY
ARGIRO PAMFILIS	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY.

.....

PETITION FOR A WRIT DE LUNATIC INQUIRENDO .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of James Xenakis respectfully represents unto your Honor:

1. That his sister, Argiro Pamfilis, who is a resident of Baltimore County in the State of Maryland, is now and for about three years last past has been of unsound mind and a lunatic, and she is now without lucid intervals, and is not capable of the government of herself or the management of her estate, and that Your Petitioner files herewith the Affidavit of Dr. Leon Freedom deposing to the insanity of the said Argiro Pamfilis:

2. That the said Argiro Pamfilis is at present confined at the Springfield State Hospital at Sykesville, Maryland, and that from time to time during the past three years she has also been confined in the Sheppard-Pratt Hospital in Baltimore County and in the Harlem Lodge in Baltimore County;

3. That William Pamfilis, the husband of the said Argiro Pamfilis, died on or about the sixth day of March 1944 as a result of his having been hit by a street car of the Baltimore Transit Company, and that it is to the interest of the said Argiro Pamfilis that a claim be asserted against the Baltimore Transit Company to recover damages for the death of her late husband, but that due to the mental condition of the said Argiro Pamfilis, she is not in a position to assert such claim;

4. That the said Argiro Pamfilis has real and personal estate with a value of about seventy-five hundred dollars (\$7,500.00) and that there is no one legally authorized to manage the same for her use and support, and that it will be for her benefit that a suitable committee of her person and estate be appointed.

5. That the said Argiro Pamfilis has no children and has no relatives nearer than brothers and sisters;

6. That your Petitioner's advised that it is not advisable for the said Argiro Pamfilis to appear before the Jury in that case as it would be detrimental to her mental and physical condition and would aggravate the same.

WHEREFORE, Your Petitioner prays Your Honor that a commission may be issued to the Sheriff of Baltimore County to inquire into the lunacy of the said Argiro Pamfilis and that a subpoena may be issued for the said Argiro Pamfilis directed to her at the Springfield State Hospital, Sykesville, Maryland, and that the said Argiro Pamfilis be excused from appearing before the said Jury.

AND as in duty bound, etc.,

James Xenakis

Petitioner.

J. Britain Winter

Solicitor for Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 10th day of April, 1944, before me the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared James Xenakis,

the Petitioner named in the foregoing Petition, and made oath in due form of law that the matters and facts contained in the same are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

J. Britain Winter Notary Public

My commission expires May 7, 1945

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 11 day of April, 1944, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Dr. Leon Freedom and made oath in due form of law that he is a physician who has been practicing in Baltimore City for more than five years, that he has examined Argiro Pamfilis, and is satisfied from the opportunities thereby afforded him of judging her mental condition that she is of unsound mind, incapable of the government of herself or the management of her estate, and that her appearance before a jury would be detrimental to her well-being and that it would aggregate her mental disorders.

Dr. Leon Freedom

Sworn to before me this 11th day of April, 1944.

(Notarial Seal)

J. Britain Winter, Notary Public

ORDER

Upon the foregoing Petition and Affidavits it is this 14th day of April, 1944, by the Circuit Court for Baltimore County, adjudged, ordered and decreed that a writ de lunatico inquirendo be issued to the Sheriff of Baltimore County to inquire into the lunacy of Argiro Pamfilis, of Baltimore County, and that a subpoena may be issued by the Clerk of this Court directed to the said Argiro Pamfilis, Springfield State Hospital, Sykesville, Maryland.

John B. Gontrum, Judge

PETITION

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The Petition of James Xenakis respectfully shows unto Your Honor:

1. That on or about the fourteenth day of April, 1944, he did file in this Honorable Court a Petition for a Writ de Lunatic Inquirendo and did obtain an Order thereon ordering that the Writ be issued to the Sheriff of Baltimore County to inquire unto the lunacy of Argiro Pamfilis;
2. That a hearing was held before the Sheriff's Jury on Wednesday, May 3, 1944, at which time an inquisition was returned by the said jury finding the said Argiro Pamfilis to be of unsound mind;
3. That your Petitioner is a resident of Baltimore County in the State of Maryland and resides at 1721 Pinewood Drive, Dundalk, Baltimore County, Maryland;
4. That the said Argiro Pamfilis is a widow; that she has no children surviving her; that she has five brothers and one sister, but that Your Petitioner is the only one thereof residing in the State of Maryland.

WHEREFORE, Your Petitioner prays Your Honor to pass an Order confirming the Inquisition in this case and appointing the said Argiro Pamfilis.

AND as in duty bound, etc.

James Xenakis, Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

2

ORDER OF COURT

The Petition of James Xenakis, Committee of the Estate of Argiro Pamfilis, filed in this case on the 30th day of September, 1946, and the testimony taken in connection with the subject matter thereof and filed in these proceedings in proof of the allegations of said petition having been by the Court read and considered; the Court finds therefrom, that it is to the best interest and advantage of the Estate of Argiro Pamfilis that the contract of sale entered into by James Xenakis and George L. Rogers and Virginia R. Rogers, his wife, on September 18, 1946, for the sale of the farm belonging to the said Estate located in Anne Arundel County, Maryland be ratified. It is thereupon, this 2nd day of December 1946, adjudged, ordered and decreed by the Circuit Court for Baltimore County, that James Xenakis, Committee of the Estate of Argiro Pamfilis, be and he is hereby authorized to sell the farm comprising of approximately ten and thirty-one <sup>one</sup>/<sub>hundredths</sub> acres of land on Telegraph Road in Anne Arundel County, Maryland, belonging to said Estate, to George L. Rogers and Virginia R. Rogers, his wife, for seventy-five Hundred (\$7,500.00) dollars, in fee simple, subject to a commission of ten (10%) per cent to Basil A. Thomas for making said sale, and that the contract of sale dated September 18, 1946, executed by the said James Xenakis and George L. Rogers and Virginia L. Rogers, his wife, for the sale of said property be hereby ratified and confirmed.

John B. Guntrum —

ORDER

The return of the Inquisition taken by the Sheriff of the above case having been submitted for confirmation and said return and other proceedings having been read and considered, it is thereupon this 4th day of May, 1944, by the Circuit Court for Baltimore County in Equity adjudged and ordered that the said inquisition be and the same is hereby confirmed.

And it is further ordered that James Xenakis be and he is hereby appointed committee of the person and estate of Argiro Pamfilis, with full power and authority to take charge of and manage property and to assume the control of the person of the said Argiro Pamfilis under the direction of this Court; but before the said James Xenakis shall proceed to act as such committee, he should give bond to the State of Maryland in the sum of Twenty-five thousand dollars with surety or sureties to be approved by this Court or the Clerk thereof, for the faithful performance of his duties as such committee.

John B. Guntrum., Judge.

REPORT AND PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of James Zenakis, Committee of Argiro Pamfilis, respectfully shows unto your Honor:

1. That by Order of this Honorable Court passed on or about the 4th day of May, 1944, he was appointed Committee of the person and estate of Argiro Pamfilis, and that he has filed his duly approved bonds in the sum of Thirty-three Thousand (\$33,000.00) dollars.

2. That Your Petitioner has filed, or is about to file, a Petition relieving him of his duties as Committee herein and substituting the First National Bank of Baltimore in his place and stead.

3. That the following is a statement of the amounts received and disbursed by Your Petitioner as Committee, since the last Auditor's report filed in these proceedings on the 13th day of October 1946.

RECEIPTSRents:

Rent adjustment - sale of farm - Odenton	15.00	
Rent collection - House #1 - 3 mo. 9/1 - 12/1	75.00	
- House #2 - 3 mo. 9/11-12/11	75.00	
- House #3 - 12/11-3 mo. 9/1-12/1	45.00	
- House #4 - 3 mo. 9/1-12/1	30.00	
- 4710 Curtis Ave. 3mo. 9/18-12/18	<u>150.00</u>	\$ 390.00

Interest and Dividends:

First National Bank-Dividends on stock	<u>52.50</u>	52.50
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Sale of Property:

Sale of Farm - Odenton, Md.

(Excludes commission paid for sale of said property)	<u>6745.52</u>	6745.52
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Forwarded		\$7188.02
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Sale of Property; continued

Refund-cancellation Fire Insurance policy - Odenton	<u>15.56</u>	<u>15.56</u>
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Total Receipts		\$7203.58
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Balance in First National Bank as shown by Auditor's Report		<u>12,309.48</u>
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		\$19,513.06
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DISBURSEMENTSExpenses of Administration:

Examiner fee - sale of Odenton	10.00	
Commission paid to agent- rent collection	11.25	
Cable costs for sending money to Greece for Lunatic	7.00	
Appraisal fee-sale of farm, Odenton, Md.	<u>50.00</u>	78.25

Paid for Benefit of Lunatic:

Xenakis expenses (per Order of Court 12/5/46)	142.00	
Markos Zenakis and Stamstula Makronichols (per Order of Court 12/9/46)	<u>150.00</u>	292.00

Property Expenses:

Taxes - 4710 Curtis Avenue	<u>165.06</u>	165.06
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Insurance paid for benefit of Lunatic:

Metropolitan Life Insurance Co.	<u>26.64</u>	26.64
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Total Disbursements		\$561.95
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Balance on Hand		<u>\$18,951.11</u>
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Other Assets:

\$7,275.00 U.S. Savings Bonds	7,275.00	
\$10,000.00 U.S. 2½% Treasury Bonds (cost price)	10,002.07	
106 shares-Capital Stock of First National Bank of Baltimore at appraised value of	3,150.00	
Diamond ring- cost price	200.00	
4710 Curtis Ave.-Assessed value	<u>5,020.00</u>	<u>\$25,647.07</u>
Total Estate to be accounted for		<u>\$44,498.18</u>

WHEREFORE Your Petitioner prays that the papers in this case may be referred to an auditor for the purpose of stating an account herein.

AND as in duty bound, etc.

James Xenakis,  
Petitioner

J. Britain Winter, Solicitor for Petitioner.  
Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I Hereby certify that on this 30th day of December, 1946, before me, the subscriber, a Notary Public of the State of Maryland in and for the city of Baltimore, personally appeared James Xenakis, Committee of Argiro Pamfilis, and made oath in due form of law that the matters and facts set forth in the foregoing report and petition are true to the best of his knowledge information and belief.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Notarial Seal)

J. Britain Winter, Notary Public

My commission expires May 5, 1947.

ORDER

Upon the foregoing Petition and Affidavit, it is this 31st day of December, 1946, by the Circuit Court for Baltimore County ORDERED that the papers in this case be and they are hereby referred to Ernest C. Hatch one of the auditors of this Court, for the purpose of stating an account herein.

J. Howard Murray 242----

AUDITOR'S REPORT AND ACCOUNT:

To the Honorable Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within account

The assets of this Estate which have been verified by the Auditor are as follows:

\$7,275.00 U. S. Savings Bond,	\$7,275.00
10,000.00 " 2½% Treasury Bonds, (cost price)	10,002.07
105 Shares-Capital Stock of First National Bank of Baltimore at 30	3,150.00
And Cash -	<u>18,252.83</u>
	\$38,679.90
Also Diamond Ring (cost price	200.00
And Real Estate-4710 Curtis Ave, (Assessed value)	5,020.00
(Deed for which and last receipted tax bill showing tax assessment being exhibited to Auditor)	
Total Estate . . . . .	<u>\$43,899.90</u>

RESPECTFULLY SUBMITTED:

Ernest C. Hatch  
Ernest C. Hatch, Auditor

DR. Estate of ARGIRO PAMFILIS In Account with JAMES XENAKIS, COMMITTEE

o o o o o o o o o o o o o o o o

To The Committee for his commissions - Per order of Court, Dec. 31, 1946)-

## J.H.H. #64 Equity.

To 5% on collections of \$7,203.58-	\$360.18	
5% on disbursements of 561.95	28.10	\$388.28
" J. Britain Winter-Fee (Per Order of Court Dec. 31, 1946)		250.00
" COURT COSTS, viz:		
Clerk's Additional	15.00	
Auditor for stating Account and Verifying securities	45.00	60.00
" DISBURSEMENTS of Committee - (Per Report filed Dec. 31, 1946) viz:		
<u>Expenses of Administration:</u>		
Examiner's fee - sale of Odenton	10.00	
Commission paid to Agent- Rent collection	11.25	
Cable costs for sending money to Greece for Lunatic	7.00	
Appraisal fee-Sale of farm, Odenton, Md	50.00	78.25
<u>Paid for Benefit of Lunatic:</u>		
Xenakis' Expenses (Per Order of Court- 12/5/46)	142.00	
Markos Xenakis abd Stamatula Makronichols- (per order of Court 12/9/46)	150.00	292.00
<u>Property Expenses:</u>		
Taxes-4710 Curtis Avenue		165.06
<u>Insurance paid for benefit of Lunatic:</u>		
Metropolitan Life Insurance Co.-		26.64
" ESTATE in hands of Committee:		
\$7,275.00 U.S. Savings Bonds -	7.275.00	
\$10,000.00 U.S. 2½% Treasury Bonds (cost price)	10,002.07	
105 Shares Stock-First National Bank at 30.	3,150.00	
And Cash -	18,252.83	38,679.90
		\$39,940.13
<u>Credit:</u>		
By Estate on hands of Committee, per Auditor's Account filed October 17, 1946 and finally ratified Dec. 5, 1946, consisting of		
\$7,275.00 U. S. Savings Bonds	\$7,275.00	
10,000.00 " 2½% Treasury Bonds-(Cost price)	10,002.07	
105 Shares Stock-First National Bank at 30.	3,150.00	
And Cash,	12,309.48	32,736.55
" The following amounts of Cash received by Committee since last Auditor's Account (Per Report filed Dec. 31, 1946)		
<u>Rents:</u>		
Rent Adjustment- Sale of Farm, Odenton	\$15.00	
Rent Collection- House #1-3 months 9/1-12/1/46	75.00	
House #2-3 months, 9/11-12/11/46	75.00	
House #3- 3 months, 9/1-12/1/46	45.00	
House #4 -3 months, 9/1-12/1/46	30.00	
4710 Curtis Ave.-3 months 9/18 12/16/46	150.00	390.00

Interest and Dividends:

First National Bank - Dividends on stock 52.50

Sale of Property:

Sale of Farm - Odenton, Md. (Excludes commission  
paid for sale of said property)

6,745.52

Refund - Cancellation Fire Insurance Policy - Odenton

15.56

7,203.58

\$39,940.13

Filed 15 January, 1947

ORDER NISI.

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ORDERED BY THE COURT, This 15 day of January, 1947, that the foregoing Report and Account be ratified and confirmed as stated and reported by the Auditor unless cause to the contrary be shown within ten days of this date.

John W. Bishop

CERTIFICATE OF PUBLICATION - NOT INCLUDED.

FILED January 15, 1947.

FINAL ORDER

ORDERED BY THE COURT, This 24th day of January, 1947, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

J. Howard Murray.

Filed 24 January, 1947.

State of Maryland, Baltimore County, to wit:

I HEREBY CERTIFY, That the foregoing are true copies taken from the Original Petition filed April 14, 1944; Petition and Order of Court filed May 5, 1944; Order of Court filed December 2, 1946; Report, Petition and Order of Court filed December 31, 1946; Auditor's Report and Account filed January 15, 1947 and finally ratified and confirmed January 24, 1947, and that the Committee filed an approved bond on May 6, 1944 in the amount of \$25,000.00, and filed an additional approved bond in the amount of \$8,000.00 on July 24, 1946.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 28th day of April, A. D. 1948.

(Court Seal)

T. Braden Silcott,  
Clerk of the Circuit Court for Baltimore  
County.

Filed July 10, 1948.

HARRY ARTHUR DIGGS and :  
BESSIE DIGGS, his wife, :  
GEORGE EDWARD DIGGS and :  
BEULAH DIGGS, his wife, :  
HARRY ARTHUR DIGGS, single :  
KATHERINE DIGGS, single and :

no. 9404 EQUITY

IN THE



EVELYN RUTH DIGGS, single,  
all-Annapolis, Md.,  
vs  
MARTHA DIGGS, 53 Larkin Street,  
Annapolis, Maryland,  
CLARA ANITA DIGGS, address unknown,  
JOHN H. HOPKINS, IV, TRUSTEE,  
15 School Street, Annapolis, Md.  
THE UNKNOWN HEIRS OF SUSAN DIGGS and  
AARON DIGGS, her husband,  
GEORGE DIGGS and  
EVELYN ADAMS, all deceased, and  
CLARA ANITA DIGGS, address unknown,  
WILLIAM QUEEN, 76 Larkin Street  
Annapolis, Maryland.  
FLORENCE JOHNS, Camp Parole, Md.,  
BLANCHE CONNOR, 909 W. Mulberry St.,  
Baltimore, Maryland.  
Grace Adams, 1018 Stockton Ave.  
Cape May, New Jersey,  
RUBY ADAMS, Camp Parole, Md.,  
ADELE ISAACS, Camp Parole, Maryland,  
and the UNKNOWN HEIRS OF ELISHA QUEEN,  
LOVEY W. QUEEN, his wife, and  
AGUSTUS QUEEN, deceased.

No. 9404 EQUITY  
IN THE CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY

: : : : :  
BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harry Arthur Diggs and Bessie Diggs, his wife, George Edward Diggs and Beulah Diggs, his wife, Harry Arthur Diggs, single, Katherine Diggs, single, and Evelyn Ruth Diggs, single, by Benjamin Michaelson, their Solicitor, respectfully represents:

1. That Susan Diggs died intestate in 1913, seized and possessed of certain real property, consisting of 2½ acres, more or less, being the same property which was intended to be conveyed to her by deed dated July 18, 1907, from Charles Queen, et al., and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 53, folio 421; Certified Copy of which deed is filed herewith as Plaintiffs Exhibit "A".
2. That the said Susan Diggs, her husband, Aaron Diggs and their heirs have been in possession of and have paid State and County taxes on the aforesaid property since July 18, 1907.
3. That it was recently discovered that an error was made in the aforementioned deed, in that Elisha Queen was named as Grantee in the granting clause of the said deed instead of the said Susan Diggs.
4. That the said Susan Diggs died intestate in 1913 and was survived by Aaron Diggs, her husband, since deceased, and four children, namely, George Diggs, now deceased, Evelyn Adams, now deceased, Clara Anita Diggs, whose present whereabouts is unknown, and Harry Arthur Diggs.
5. That the said Aaron Diggs died intestate in 1943 and was survived by Martha Diggs, his wife, whom he married after the death of the said Susan Diggs, Evelyn Adams, his daughter,

since deceased, Clara Anita Diggs, his daughter, Harry Arthur Diggs, son and the children of his deceased son, George Diggs, namely, George Edward Diggs, Harry Arthur Diggs, Katherine Diggs, and Evelyn Ruth Diggs.

6. That the said George Diggs died intestate in 1939 leaving surviving him four children, namely, George Edward Diggs, Harry Arthur Diggs, Katherine Diggs and Evelyn Ruth Diggs who are plaintiffs in this suit.

7. That the said Evelyn Adams died intestate in 1944, leaving surviving her, Samuel Adams, her husband, who has since conveyed all his right, title and interest in the aforesaid property to John H. Hopkins, IV, Trustee, who is joined as one of the defendants in this suit.

8. That the said Clara Anita Diggs has not been heard of since 1936 and her present whereabouts is unknown to your petitioners.

9. That the said Elisha Queen died intestate January 28, 1935, leaving surviving him, Lovey H. Queen, his wife, who died August 11, 1941, William Queen, a son, Augustus Queen, a son who died January 7, 1945, Florence Johns, daughter, Ruby Adams, a daughter, and Adele Isaacs, daughter.

10. That the said Augustus Queen died intestate January 7, 1945, and your petitioners have been unable to ascertain if he was survived by any heirs at law.

11. That the aforesaid Susan Diggs, Aaron Diggs, George Diggs and Evelyn Adams left no personal estates and their only assets consisted of their respective undivided interests in the aforementioned real estate, at the time of their deaths, and there has been no administration of their estates.

12. That your petitioners have had difficulty in obtaining from all the heirs, their respective proportionate shares of the State and County taxes on the aforementioned real estate.

13. That your petitioners own the largest interest in the said property, which property cannot be equitably partitioned among the several heirs.

14. That it would be to the best interests of the said heirs that this property be sold and the net proceeds of the sale be distributed among the heirs as their interests may appear.

15. That the only known heirs at law of the said Susan Diggs, Aaron Diggs, George Diggs, Evelyn Adams and the said Elisha Queen, Lovey H. Queen and Augustus Queen, are parties to this suit; that there may be other heirs unknown to your petitioners who should be parties to this suit in order that any interest which they may have in the said property mentioned in these proceedings will be determined by any decree that may be passed in the premises.

To the end, therefore,

(a) That a trustee may be appointed by this Court to sell the real estate mentioned in these proceedings; and that said trustee shall grant and convey said property unto the purchaser by a good and merchantable title, free and clear of any and all claims of the heirs of the said Susan Diggs and of the said Elisha Queen or of anyone claiming by, through or under them.

(b) That a notice to creditors be issued giving notice to the creditors of the said Susan Diggs and her aforementioned heirs at law who are since deceased, and of Elisha Queen and his aforementioned heirs at law who are deceased, and of those claiming by, from or under them, to file their claims in this Court within the time prescribed by this Court.

(c) That the proceeds of the sale, after the payment of claims, costs and expenses of this suit, be distributed to the parties entitled thereto, as their interests may appear.

(d) That your petitioners may have such other and further relief as their case may require.

May it please your Honors to grant unto your petitioners a writ of subpoena, directed to the said Martha Diggs, residing at 53 Larkin St., John H. Hopkins, IV, Trustee, residing at 15 School Street, William Queen, residing at 76 Larkin St., all Annapolis, Maryland, and Florence Johns, Ruby Adams and Adele Isaacs, all of Camp Parole, Maryland, and Blanche Connor, residing at 909 W. Mulberry St., Baltimore, Maryland, Grace Adams, residing at 1018 Stockton Ave., Cape May, New Jersey, and that an order of publication issue, giving notice to the said Clara Anita Diggs, and to the unknown heirs of Susan Diggs, Aaron Diggs, George Diggs, Evelyn Adams, Clara Anita Diggs, Elisha Queen, Lovey H. Queen and Augustus Queen, of the object and substance of this petition and commanding all of said defendants to be and appear in this Court at some certain date to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Benjamin Michaelson.

Solicitor for Petitioners

Harry A. Diggs

Bessie Diggs

George Edward Diggs

Beulah Diggs

Harry Arthur Diggs

Katherine Diggs

Evelyn Ruth Diggs.

Plaintiffs.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of February, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry Arthur Diggs and Bessie Diggs, his wife, George Edward Diggs and Beulah Diggs, his wife, Harry Arthur Diggs, single, Katherine Diggs, single, and Evelyn Ruth Diggs, single, and each made oath in due form of law that the matter and things set forth in the foregoing petition are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Katherine H. McCutchan (SEAL)

Notary Public.

(NOTARIAL SEAL)

Filed March 2, 1948

PLAINTIFFS' EXHIBIT "A"

THIS DEED made this Eighteenth day of July in the year Nineteen Hundred and Seven, by and between Charles Queen Fannie Stewart, wife of William E. Stewart, Hattie Dowell wife of Samuel Dowell, St. Clair Queen, Elisha Queen and Eugene Queen all of Anne Arundel County, Maryland, and Alverta Young, wife of Joseph Young of Washington, D. C., all children and heirs-at-law of Elias Queen late of Anne Arundel County, deceased of the first part, and Susan Diggs, wife of Aaron Diggs of said County of the second part, witnesseth:

WHEREAS Elias Queen late of Anne Arundel County died testate leaving the above named parties of the first part and second parts, as his children and sole heirs-at-law and devised unto them, as tenants in common the real estate hereinafter mentioned, subject to the life interest of his widow, Ellen Queen, since deceased, as will appear by his last will and testament duly probated in the Orphans' Court of Anne Arundel County and therein recorded.

AND WHEREAS his said children and heirs-at-law have agreed among themselves to partition and subdivide the said tract of land, containing in the aggregate twenty acres, lying upon the public road leading to South River Bridge in the Second Election District of said County, which subdivision hath been made by a plat and survey thereof, made by E. H. Green, surveyor, and dated July 15th, 1907, and recorded or to be recorded among the Land Records of said County, each heir having made choice of a lot in the subdivision, as is hereby conveyed.

NOW THIS DEED WITNESSETH that for and in consideration of the sum of One Dollar and the further consideration of a grant of each of the heirs unto the other, the said parties of the first part with their respective wives and husbands, do hereby bargain and sell and by these presents grant and convey unto Elisha Queen, his heirs and assigns, to be held in severalty and not in common with the other heirs of Elias Queen all that lot of ground and premises known as Lot No. 3 in the subdivision of the estate of the said Elias Queen, and more particularly described as follows: -

BEGINNING FOR THE SAME at a stake set on the South side of the Public Road, in a Westerly direction and a distance of three hundred and fifty-five feet eight inches from a stone planted on the Southwest corner of a lot now owned by John White, said stone being one of the original boundaries of the five acres sold by Elias Queen to Henry Land and running South sixty-seven degrees thirty-three minutes ~~thirty-three minutes~~ East six hundred and ninety feet; thence South nineteen degrees forty minutes West, one hundred and forty-three and a half feet; thence North sixty-nine degrees fifty-eight minutes West, three hundred and six feet; thence North twenty degrees two tenth minutes East thirty-five and one half feet; thence North sixty-nine degrees fifty-eight minutes West, one hundred feet; thence South twenty degrees two tenths minutes West, twenty-seven feet, thence North sixty-nine degrees fifty-eight minutes West three hundred and forty-seven feet to the Public Road leading to South River, then bounding on the same North forty-one degrees fifteen minutes East one hundred and seventy-seven feet ten inches to the point of beginning. Containing two and one half acres of land, more or less.

TOGETHER with the buildings and improvements thereon made or being, and all the rights, ways, waters, privileges and appurtenances unto the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid lot of ground with its improvements and appurtenances to and unto the said Susan Diggs her heirs and assigns forever in fee simple, free from ownership in common with the other heirs aforesaid.

AS WITNESS THEIR hands and seals the day and year first before mentioned.

Test as to C. Queen, M. Queen,  
F. Stewart, W. Stewart, H. Dowell,  
S. Dowell, St. C. Queen,  
E. Queen and L. A. Queen,  
BERTIE A. BALDWIN.

Charles X Queen	(Seal)
his mark	
Fannie Stewart	(Seal)
Wm. S. Stewart	(SEAL)
her	
Martha X Queen	(Seal)
mark	
Hattie Dowell	(Seal)
Samll Dowell	(Seal)
his	
St. Clair X Queen	(Seal)
mark	
Elisha Queen	(Seal)
Lovèy Ann Queen	(Seal)
his	
Eugene X Queen	(Seal)
mark	

Test as to A. Young and

Luely Queen

(SEAL)

J. Young,

Alverta Young

(SEAL)

Matthew Trimble.

Joseph Young

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I Hereby certify this Eighteenth day of July 1907, before the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Charles Queen, and Martha Queen, his wife, Fannie Stewart and William E. Stewart, her husband, Hattie Dowell and Samuel Dowell, her husband, St. Clair Queen, unmarried, Eugene Queen and Luely Queen, his wife, and Elisha Queen and Lovey Anne Queen, his wife, and each acknowledged the aforegoind deed to be their respective act and deed.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Bertie A. Baldwin, Notary Public.

District of Columbia, City of Washington, to wit:

I hereby Certify this 29th day of July, 1907, that before the subscriber, a Notary Public of the District of Columbia, in and for the City aforesaid, personally appeared Alverta Young and Joseph Young, her husband, and each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and notarial seal.

(Notarial Seal)

Charles W. Bland, Notary Public, D. C.

Recorded 7 August, 1907.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber G.W. No. 53, folio 421, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 27th day of January, A. D. 1948.

(COURT SEAL)

John H. Hopkins, -3rd, CLERK.

Filed March 2", 1948.

ORDER OF PUBLICATION

The object of this suit is to reform the deed and to obtain a decree for the sale of the real estate mentioned in these proceedings.

The Bill of Complaint recites in substance that Susan Diggs, late of Anne Arundel County, died intestate in 1913, and at the time of her death she was seized and possessed of an unimproved tract of land, consisting of 2½ acres, more or less, situated near Camp Parole, Anne Arundel County, Maryland, said property having been intended to have been conveyed to the said Susan Diggs by deed dated July 18, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 53, folio 421; that through error in preparation of the aforesaid deed, the name of Elisha Queen was inserted as grantee of the aforesaid property, in the granting clause of said deed; that the only known relatives or next of kin of the said Susan Diggs and her heirs, since deceased, namely, Aaron Diggs, George Diggs and Evelyn Adams, and the said Elisha Queen and his heirs, since deceased, namely, Lovey H. Queen and Agustus Queen, are parties to this suit, and that there may be other heirs of said, decendants: that the real estate is not susceptible to equitable partition among the various heirs at law and because of difficulty in obtaining from the respective heirs their proportionate share of the State and County taxes on the aforesaid real estate, it is necessary that said real estate be sold and the net proceeds of the sale be divided among the heirs at law as their respective interests may appear.

It is thereupon this 2<sup>nd</sup> day of March, 1948, ORDERED by the Circuit Court for Anne Arundel County that the plaintiffs by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four (4) successive weeks before the 9<sup>th</sup> day of April, 1948, give notice to the absent defendant, Clara Anita Diggs, and to any and all other heirs, known and unknown of the said Susan Diggs, Aaron Diggs, George Diggs, Evelyn Adams Clara Anita Diggs, Elisha Queen, Lovey H. Queen and Augustus Queen, of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor, on or before the 24<sup>th</sup> day of April, 1948, to show cause, if any they may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd, Clerk.

Filed March 2, 1948.

PETITION TO JOIN ADDITIONAL PARTIES DEFENDANT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners complaining, say:

1. That heretofore, to wit, on the 2nd day of March, 1948, they filed their Bill of Complaint in this Court against Martha Diggs, et al, praying, among other things, for a trustee to be appointed to sell certain real property mentioned therein and to distribute the proceeds of the sale to the parties entitled thereto, as their interests may appear.

2. That your petitioners have discovered that they failed to join as Defendants, the spouses of certain of the Defendant's named in the aforesaid Bill of Complaint, and that such spouses may be necessary parties to this suit.

To the end, therefore,

(a) That Stephen G. Isaacs, husband of Adele Isaacs, one of the aforesaid Defendant's, Stella Queen, wife of William Queen, one of the aforesaid Defendant's, James W. Johns, husband of Florence V. Johns, one of the aforesaid Defendants, John C. Connor, husband of Blanche Connor, one of the aforesaid Defendant's and Charles W. Adams, husband of Ruby Adams, one of the aforesaid Defendants, be made parties defendant to this suit.

MAY it please your Honors to grant unto your petitioner's a writ of subpoena directed to the said Stephen G. Isaac, James W. Johns, and Charles W. Adams, all residing at Camp Parole, Maryland, Stella Queen, residing at 76 Larkin Street, Annapolis, Maryland, and John G. Connor, residing at 909 W. Mulberry Street, Baltimore, Maryland, giving notice to them of the object and substance of the aforesaid petition and commanding them to be and appear in this Court at some certain date to be named therein and answer the aforesaid Bill of Complaint and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.,

Benjamin Michaelson, Solicitor for Plaintiffs

Filed April 22, 1948.

ORDER OF COURT.

Upon the foregoing petition it is hereby ORDERED this 22nd day of April, 1948, by the Circuit Court for Anne Arundel County in Equity, that Stephen G. Isaacs, husband of Adele Isaacs Stella Queen, wife of William Queen, James W. Johns, husband of Florence V. Johns, John C. Connor, husband of Blanche Connor and Charles W. Adams, husband of Ruby Adams, be made parties Defendant to this suit.

Marvin I. Anderson, Judge.

Filed April 22, 1948.

ANSWER OF DEFENDANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Martha Diggs, defendant, to the Bill of Complaint against her, in this Court exhibited:

The Defendant, answering, says:

1. That she neither admits nor denies the allegations of the said Bill of Complaint.
2. That she hereby consents to the appointment of a trustee to sell the property described in said Bill of Complaint and to the passage of any decree incident thereto as shall be deemed proper by this Court.

Having fully answered said Bill of Complaint, this defendant prays to be dismissed with her costs.

Witnesses

Martha Diggs, X - her mark

Harry A. Diggs

Ernest W. Gantt

Service of Copy admitted this 22nd day of April, 1948.

Benjamin Michaelson, Attorney for Plaintiff

Filed April 22, 1948.

ANSWER OF DEFENDANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John H. Hopkins, IV, Trustee, one of the defendants, to the Bill of Complaint against him, in this Court exhibited:

The Defendant, answering, says:

1. That he neither admits nor denies the allegation of the said Bill of Complaint .
2. That he hereby consents to the appointment of a trustee to sell the property described in said Bill of Complaint and to the passage of any decree incident thereto as shall be deemed proper by this Court.

Having fully answered said Bill of Complaint, this defendant prays to be dismissed with his costs.

John H. Hopkins, IV, Trustee.

Service of copy admitted this 22nd day of April, 1948,

Benjamin Michaelson,

Attorney for Plaintiffs.

Filed April 22, 1948.

ANSWER OF DEFENDANTS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of William Queen and Stella Queen, his wife, two of the defendants to the Bill of Complaint against them, in this Court exhibited:

The Defendants, answering say:

1. That they neither admit nor deny the allegations of the said Bill of Complaint.
2. That they hereby consent to the appointment of a trustee to sell the property described in said Bill of Complaint and to the passage of any decree incident thereto as shall be deemed proper by this Court.

Having fully answered said Bill of Complaint, these defendants pray to be dismissed with their costs.

William Queen

Stella Queen

Service of copy admitted this 22nd day of April, 1948.

Benjamin Michaelson,

Attorney for Plaintiffs.

Filed April 22, 1948.

ANSWER OF DEFENDANTS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Florence Johns and James W. Johns, her husband, two of the defendants to the Bill of Complaint against them, in this Court exhibited:

The Defendants, answering, say:

1. That they neither admit nor deny the allegations of the said Bill of Complaint.
2. That they hereby consent to the appointment of a Trustee to sell the property described in said Bill of Complaint and to the passage of any decree incident thereto as shall be deemed proper by this Court;

Having fully answered said Bill of Complaint, these defendants pray to be dismissed with their costs.

Florence Johns

James W. Johns,

Service of copy admitted this 22nd day of April, 1948.

Benjamin Michaelson,

Attorney for Plaintiffs.

Filed April 22, 1948.

ANSWER OF DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Blanche Connor and John Connor, her husband, two of the defendants to the Bill of Complaint against them, in this Court exhibited:

The Defendants, answering, say:

1. That they neither admit nor deny the allegations of the said Bill of Complaint.
2. That they hereby consent to the appointment of a trustee to sell the property described in said Bill of Complaint and to the passage of any decree incident thereto as shall be deemed proper by this Court.

Having fully answered said Bill of Complaint, these defendants pray to be dismissed with their costs.

Blanche Connor

John Connor

Service of copy admitted this 22nd day of April, 1948.

Benjamin Michaelson, Attorney for Plaintiffs.

Filed April 22, 1948.

ANSWER OF DEFENDANTS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Grace Adams, one of the defendants to the Bill of Complaint against her, in this Court exhibited:

The Defendant, answering, says:

1. That she neither admits nor denies the allegations of the said Bill of Complaint.
2. That she hereby consents to the appointment of a trustee to sell the property described in said Bill of Complaint and to the passage of any decree incident thereto as shall be deemed



proper by this Court.

Having fully answered said Bill of Complaint, this defendant prays to be dismissed with her costs.

Grace Adams

Service of copy admitted this 22nd day of April, 1948.

Benjamin Michaelson, Attorney for Plaintiffs.

Filed April 22, 1948.

ANSWER OF DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Ruby Adams and Charles Adams, her husband, two of the defendants to the Bill of Complaint, against them, in this Court exhibited.

The Defendants, answering, say:

1. That they neither admit nor deny the allegations of the said Bill of Complaint.
2. That they hereby consent to the appointment of a trustee to sell the property described in said Bill of Complaint and to the passage of any decree incident thereto as shall be deemed proper by this Court.

Having fully answered said Bill of Complaint, these defendants pray to be dismissed with their costs.

Ruby Adams

Charles Adams

Service of copy admitted this 22nd day of April, 1948.

Benjamin Michaelson, Attorney for Plaintiffs.

Filed April 22, 1948.

ANSWER OF DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Adele Isaacs and Stephen G. Isaacs, her husband, two of the defendants to the Bill of Complaint against them, in this Court exhibited.

The Defendants, answering, say:

1. That they neither admit nor deny the allegations of the said Bill of Complaint.
2. That they hereby consent to the appointment of a trustee to sell the property described in said Bill of Complaint and to the passage of any decree incident thereto as shall be deemed proper by this Court.

Having fully answered said Bill of Complaint, these defendants pray to be hence dismissed with their costs.

Adele Isaacs

Stephen G. Isaacs

Service of copy admitted this 22nd day of April, 1948.

Benjamin Michaelson,

Attorney for Plaintiffs.

Filed April 22, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 29, 1948

We hereby certify, that the annexed (see page 431) ORDER OF PUBLICATION- HARRY ARTHUR DIGGS was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of April, 1948. The

first insertion being made the 4th day of March, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By Shirley McDonald

Filed April 29", 1948

DECREE PRO CONFESSO

The defendants, Clara Anita Diggs, address unknown, and the unknown heirs of Susan Diggs, Aaron Diggs, George Diggs, Evelyn Adams, Elisha Queen, Lovey H. Queen and Augustus Queen, after an order of publication, duly issued in this cause, and having failed to appear, or to file their answers within the time fixed by this Court, it is thereupon this 29th day of April, 1948, by the Circuit Court for Anne Arundel County, in equity, adjudged, ordered and decreed that the bill of complaint be, and the same is hereby taken pro confesso against all of said defendants.

Marvin I. Anderson, Judge.

Filed April 29", 1948.

PETITION TO APPOINT SPECIAL STENOGRAPHER

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson, solicitor for the plaintiffs in the above cause, respectfully represents:

1. That the parties hereto desire to take testimony in this cause, but in the absence of a Court Stenographer, it will be necessary to obtain the services of a special stenographer for this purpose.

Wherefore your petitioner prays this Honorable Court to pass an order authorizing the parties to this suit to obtain the services of a special stenographer to take the testimony in this cause.

And as in duty bound, etc.

Benjamin Michaelson, Solicitor for Plaintiffs.

Filed 13 May, 1948

ORDER OF COURT:

Upon the foregoing petition it is hereby ORDERED this 14th day of May, 1948, by the Circuit Court for Anne Arundel County that the parties to the foregoing cause be, and they are hereby authorized to obtain the services of Katharine H. McCutchan, special stenographer, to take testimony in said cause.

Marvin I. Anderson, Judge.

Filed 15" May, 1948.

TESTIMONY ON BEHALF OF THE PLAINTIFFS

May 19, 1948 10 a. m.

Benjamin Michaelson, Solicitor for Plaintiffs

Emanuel Klawans, Examiner

Katharine H. McCutchan, Stenographer

Witnesses:

Harry Arthur Diggs, pages 2 to 5

George Edward Diggs, pages 6 and 7

John H. Hopkins, IV, page 8.

E.K. \$4.00

K.Mc. 6.00

Harry Arthur Diggs, a witness of lawful age, being first duly sworn, deposes and says:

1. State your name, residence and occupation.

A. Harry Arthur Diggs, 13 Morris Street, Annapolis, Messenger, Midshipmen's Store, U. S. Naval Academy.

2. Q. What is your wife's name?

A. Bessie Diggs.

3. Q. Did you know Susan Diggs?

A. Yes, she was my mother.

4. Q. Is she living or dead?

A. She is dead.

5. Q. When did she die?

A. She died in 1913 without leaving a will.

6. Q. At the time of her death was she seized and possessed of any real estate in Anne Arundel County?

A. Yes, she owned a piece of property, about  $2\frac{1}{2}$  acres situated at Parole.

7. Q. Do you know from whom she got this property?

A. From Charles Queen and others, including Fannie Stewart, Elisha Queen and Hattie Dowell and others.

8. Q. I show you a certified copy of the deed from Charles Queen and others, dated July 18, 1907; is that the deed for the property containing  $2\frac{1}{2}$  acres which is the subject of this suit?

A. Yes.

9. Q. Was this the property belonging to Susan Diggs?

A. Yes, I remember when my mother got it.

(Certified copy of deed from Charles Queen, et al, to Susan Diggs, dated July 18, 1907, recorded in Liber G. W. 53, folio 421, filed as Examiner's Exhibit A)

10. Q. At the time your mother got this property, was your father living?

A. Yes.

11. Q. What was his name?

A. Aaron Diggs.

12. Q. Is he living now?

A. No, he is dead.

13. Q. Who died first- your mother or your father?

A. My mother.

14. Q. When did your father die?

A. In 1943, without leaving a will.

15. Q. This property contains  $2\frac{1}{2}$  acres of unimproved land, does it not?

A. Yes, It fronts about 177 feet on the public road leading from Camp Parole to South River. It has a depth of about 690 feet and the rear width is approximately  $143\frac{1}{2}$  feet.

16. Q. During her lifetime, did your mother possess this property and use it?

A. Yes, she owned the property because we used to keep the grass cut and paid taxes on it during her lifetime and after her death my father paid the taxes on it and since my father died, I have been paying taxes on it.

17. Q. At the time of your Mother's death, who survived her?

A. First, my father, Aaron Diggs, and the children, George Diggs, Evelyn Adams, Clara Anita Diggs and myself.

18. Q. In other words, when your mother died, she left your father your brother and two sisters.

- A. Yes.
19. Q. Evelyn Adams, your sister, was married to whom?
- A. Samuel Adams.
20. Q. Is she living now?
- A. No, she died in 1944. She did not leave a will.
21. Q. Did she have any children?
- A. No children.
22. Q. She left her husband, Samuel Adams, and no children?
- A. That's right.
23. Q. Clara Anita Diggs was your sister.
- A. Yes.
24. Q. How old was she at the time of your mother's death?
- A. She was about five years old then.
25. Q. Where did she live after your mother's death?
- A. She lived with my father for a while.
26. Q. When did she leave him?
- A. She left about 1936.
27. Q. Where did she go?
- A. The last I heard she was in Baltimore- that was in 1943.
28. Q. Where is she now?
- A. I don't know.
29. Q. Have any of the members of the family heard from her since 1943?
- A. Not that I know of.
30. Q. Have you made any effort to locate her?
- A. Yes, I advertised in the paper, but didn't hear anything. She seems to have just disappeared.
31. Q. At the time she left, she was not married?
- A. No.
32. Q. Is your brother, George Diggs, living?
- A. No, he died in 1939 without leaving a will.
33. Q. Who survived your brother, George?
- A. Four children-George Edward Diggs, Harry Arthur Diggs, Katherine Diggs and Evelyn Ruth Diggs.
34. Q. After your mother died, did your father remarry at any time?
- A. Yes, he did.
35. Q. When did he remarry?
- A. He remarried about ten or twelve years after my mother's death. He married Martha Diggs, who was formerly Martha Gantt.
36. Q. Is she living or dead?
- A. She is living.
37. Q. Is she one of the parties to this suit?
- A. Yes, she is.
38. Q. In this deed which has been offered in evidence, there is an apparent error because it

states that the property was granted to Elisha Queen in one part of the deed and in the other part, it is conveyed to your mother, Susan Diggs, who actually was intended to receive this property under the partition to change this?

A. My mother was to get the property and Elisha Queen had nothing to do with it. He got his own lot out of the partition.

40. Q. Did Elisha Queen ever own this lot that was owned by your mother or did he ever take possession of it or use it?

A. No, this lot, lot number 3, was my mother's lot and Elisha Queen never used it or owned it or claimed any ownership in it.

41. Q. Elisha Queen was your uncle?

A. Yes.

42. Q. Do you remember when he died?

A. Yes, January 28, 1935.

43. Q. Did he leave a will?

A. No.

44. Q. Who survived him?

A. Lovey Queen, his wife. She died in August, 1941, and he had a son, William Queen, who is still living, a son Augustus Queen, who died January 7, 1945, and three daughters, Florence Johns, Adele Isaacs and Ruby Adams, who are all still living.

45. Q. Did Augustus Queen leave a will?

A. No.

46. Q. Did he leave any heirs?

A. I have been unable to find out if he has any heirs at all, other than his sisters and brother who are still living and whom I have just named.

47. Q. Where did Augustus Queen die?

A. At Parole.

48. Q. At the time of Susan Diggs or of Aaron Diggs, did they leave any personal estate?

A. No.

49. Q. When George Diggs died and Evelyn Adams died, did they leave any personal estate?

A. No.

50. Q. Was there any administration of the estates of Susan Diggs, Aaron Diggs, George Diggs and Evelyn Adams?

A. No.

51. Q. You and the other plaintiffs in this case own the larger portion of this property, do you not?

A. Yes.

52. Q. Are you all satisfied to have it sold?

A. Yes.

53. Q. Why?

A. Because it is a small piece of land and it is advisable to sell it. It is too small to divide up for all the heirs, because it would not be any use to them in small pieces.

54. Q. Is it susceptible of division in kind?

A. No, because it is too small to give all the heirs any part that would be of use to them individually.

55. Q. You made parties to this suit, all of the Queen heirs and all of the Diggs heirs, did you not?

A. Yes, anybody who has any interest in this property has been brought into this case.

56. Q. Why were the Queen heirs made parties to this suit?

A. Because of the mistake in the deed, we want to be sure that they do not have any interest in the property. I have talked with the Queen heirs and they have signed papers stating that they are satisfied to sell the property and are not interested in it.

57. Q. What do you think is the fair market value of this property?

A. It is hard to say because of today's prices what is the fair market value, but I was offered \$3000. for the property about 3 years ago. The property is worth more today and I think it is worth between \$3000 or \$5000.

Q. To the General Question under the rule the witness answers "No".

Harry Arthur Diggs

George Edward Diggs, a witness of lawful age, being first duly sworn deposes and says:

1. Q. State your name, address and occupation.

A. George Edward Diggs, 902 Spa Road, Annapolis, occupation-teacher at Skidmore.

2. Q. Who are you?

A. I am the son of George Edward Diggs, who was a brother of Harry Arthur Diggs and the son of Susan Diggs.

3. Q. What is your wife's name?

A. Beulah Diggs.

4. Q. Do you have any brothers or sisters?

A. Yes, one brother, Harry Arthur Diggs, and two sisters, Katherine Diggs and Evelyn Ruth Diggs.

5. Q. Are they single or married?

A. They are single.

6. Q. Are they 21 years of age or over?

A. Yes.

7. Q. You know their respective ages?

A. I am not sure, but I know they are over 21 years old.

8. Q. When did your father, George Diggs, die?

A. In 1939.

9. Q. He died without leaving a will?

A. Yes.

10. Q. Was your mother living at that time?

A. No.

11. Q. When did she die?

A. In 1918.

12. Q. When were you born?

A. In 1913, August.

13. Q. Your mother died when you were about 5 years old then?

A. Yes.

14. Q. Did you know Susan Diggs?

A. No, she died before I was born.

15. Q. Did you know anything about the lot in question containing  $2\frac{1}{2}$  acres that belonged to your grandmother at the time of her death?
- A. Only what I have been told--that she owned a piece of land at Parole on the South River Road and I have seen the property and know where it is.
16. Q. Is this property improved by any dwelling or other improvement?
- A. No. It is unimproved.
17. Q. Can this property be equally divided up among the heirs?
- A. No, it cannot be divided up without ruining its value.
18. Q. What do you think is a fair market value of this property?
- A. \$3000. or more.
19. Q. You are satisfied to have the property sold?
- A. Yes.
20. Q. You have talked with the other members of the Diggs family?
- A. Yes.
21. Q. They have consented to have the property sold?
- A. They have.
22. Q. Do you know that the heirs of Elisha Queen have not claimed any interest in this property which is the subject of this suit and are satisfied to have the property sold?
- A. Yes.
23. Q. Are you satisfied to have a trustee appointed to sell the property?
- A. Yes, I am.
24. Q. To the general question under the rule the witness answers "No".

George Edward Diggs.

John H. Hopkins, IV, a witness of lawful age, being first duly sworn, deposes and says:

1. Q. State your name, residence and occupation.
- A. John H. Hopkins, IV, 15 School Street, Annapolis, Attorney. ✓
2. Q. I show you a deed dated December 17, 1947, from Samuel Adams, widower, to John H. Hopkins, IV, Trustee, recorded in Liber J.H.H. No. 449, folio 143. Did you acquire the interest of Samuel Adams in this property?
- A. Yes.
3. Q. How much did you pay him?
- A. \$300.
4. Q. Did you know what relation Samuel Adams was to Evelyn Adams?
- A. I talked with the members of the family and they said he was her husband.
5. Q. Was there ever any administration of the estate of Evelyn Adams?
- A. No.
- (Deed--dated Dec. 17, 1947, recorded in Liber J.H.H. No. 449, folio 143, Defendants Exhibit "A", Examiner's Exhibit "B")
6. Q. Are you satisfied to have your interest in this property sold by the appointment of a Trustee by the Court, to sell the interests of all the parties to this suit?
- A. Yes.
7. Q. To the general question under the rule the witness answers "No".

John H. Hopkins, IV.

There being no further witnesses to be examined on behalf of the plaintiff at this time and no further testimony desired on her behalf, this testimony is now closed and at the request of the plaintiffs' solicitor is returned to the Court.

WITNESS my hand and seal this 28th day of May, 1948.

E. Klawans, (SEAL) Examiner.

Filed May 28", 1948.

DECREE.

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

It is thereupon this 15th day of June, 1948, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED that the property mentioned in these proceedings be sold, and that Benjamin Michaelson be, and he is hereby appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by the Court, in the penalty of FIVE THOUSAND (\$5,000) DOLLARS conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale after giving at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County of the time, place, manner and terms of sale, which terms shall be as follows: \$500.00 cash on day of sale, and the balance of purchase price plus 6% interest from day of sale, upon final ratification of the sale by the Court; and as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and upon obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property to him, her or them sold, free and clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and of those claiming by, from or under them or any of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity with which he shall appear to have discharged his trust..

AND it is further adjudged, ordered and decreed that the said trustee, at the time said property is advertised for sale, publish a notice to creditors, giving notice to any creditors of Aaron Diggs, George Diggs, Evelyn Adams, Augustus Queen, Clara Anita Diggs, whose estates were not administered in the Orphans Court for Anne Arundel County, and any other parties to this suit, to file their claims against said parties or decedents, with the Clerk of this Court, within ninety (90) days from the date of the first insertion of the advertisement of sale, in these proceedings.

Marvin I. Anderson, Judge.

Filed 15 June, 1948.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, Benjamin Michaelson, Trustee, as Principal, and Globe Indemnity Company, of New York, a corporation of the State of New York, and duly authorized



to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND (\$5000.00) DOLLARS, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 17th day of June, 1948.

WHEREAS by virtue of a decree by the Circuit Court for Anne Arundel County, dated June 15, 1948, in a cause entitled "Harry Arthur Diggs, et al. vs. Martha Diggs, et al., No. 9404 Equity", the said Benjamin Michaelson, Trustee, is authorized and empowered to make sale of the property described in these proceedings, and the said Benjamin Michaelson, Trustee, is about to execute said power and make sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION of the above obligation is such that if the above bounden, Benjamin Michaelson, Trustee, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise, to be and remain in full force and virtue in law.

Witness:

Katharine H. McCutchan

(Corporation Seal)

Benjamin Michaelson (Seal) Trustee

GLOBE INDEMNITY COMPANY, a body corporate

By Benjamin Michaelson, Attorney -in-Fact.

Filed and approved this 18th day of June, 1948.

John H. Hopkins, 3rd, Clerk.

#### REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Benjamin Michaelson, Trustee, duly appointed to make sale of certain real estate mentioned and described in these proceedings, respectfully shows:

That, whereas by a certain decree of the Circuit Court for Anne Arundel County, dated June 15, 1948, and passed in a cause in said Court pending, entitled "Harry Arthur Diggs, et al. vs. Martha Diggs, et al., No. 9404 Equity", the said Benjamin Michaelson, Trustee, was authorized to sell the property described in said proceedings, and the said Benjamin Michaelson, Trustee, in pursuance of the power and authority vested in him by said decree, after giving bond as security for the faithful performance of his trust, and having complied with all the other prerequisites mentioned in said decree as required by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a daily newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, did, and by virtue of the power of sale contained in said decree and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Tuesday July 13, 1948, at Eleven O'Clock, A.M., and then and there proceeded to sell said property in a manner following, that is to say:

The said Trustee offered at public sale to the highest bidder the property mentioned and described in said decree, and being more particularly described as follows:

All that lot of ground and premises known as Lot No. 3 in the subdivision of the estate of Elias Queen, and more particularly described as follows:

BEGINNING for the same at a stake set on the South side of the Public road, in a Westerly direction and a distance of three hundred and fifty-five feet eight inches from a stone planted on the Southwest corner of a lot now owned by John White, said stone being one of the original

boundaries of the five acres sold by Elias Queen to Henry Lane and running South sixty-seven degrees thirty-three minutes East six hundred and ninety feet; thence South nineteen degrees forty minutes West, one hundred and forty-three and a half feet; thence North sixty-nine degrees fifty-eight minutes West, three hundred and six feet; thence North twenty degrees two tenths minutes East thirty-five and one half feet; thence North sixty-nine degrees fifty-eight minutes West one hundred feet; thence South twenty degrees two tenths minutes West, twenty-seven feet; thence North sixty-nine degrees fifty-eight minutes West three hundred and forty-seven feet to the public road leading to South River then bounding on same North forty-one degrees fifteen minutes East, one hundred seventy-seven feet ten inches to the point of beginning. Containing two and one half acres of land, more or less.

Being the same property which was conveyed to Susan Diggs by Charles Queen, et al, by deed dated July 18, 1907, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 53, folio 421.

AND the said Trustee sold the above described property to James Hicks and Evelyn Hicks, his wife, for the sum of Forty-eight Hundred Dollars (\$4800.00), they being at that sum the highest bidder therefor, and said purchasers paid the purchase price of Forty-eight Hundred (\$4800.00) Dollars, in full on the day of sale.

Respectfully submitted,

Benjamin Michaelson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of July, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, and duly acknowledged the foregoing Report of Sale to be true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Katharine H. McCurchan, Notary Public.

Filed July 16, 1948

George W. Scible, Auctioneer. TRUSTEE'S SALE OF VALUABLE REAL ESTATE

Situated in the Second Election District of Anne Arundel County at Camp Parole, Md.

Under and by virtue of the power and authority contained in a decree of the Circuit Court for Anne Arundel County, dated June 15, 1948, and passed in a cause in said Court pending, entitled "Harry Arthur Diggs et al vs Martha Diggs et al, No. 9404 Equity", the undersigned trustee will sell at public auction at the Court House door in the City of Annapolis, on TUESDAY, JULY 13, 1948 at 11 o'clock A.M..

All that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, at Camp Parole, containing two and one-half acres of land, more or less, and being the same property described in a deed from Charles Queen et al to Susan Diggs, dated July 18, 1907, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 53, folio 421. This property is unimproved.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time of sale; the balance of the purchase price to bear interest at the rate of 6 per cent per annum, and to be paid in cash upon final ratification of the sale by the Court. Taxes and other expenses are to be adjusted to the day of sale.

BENJAMIN MICHAELSON, TRUSTEE  
15 School St. Annapolis, Md.  
Phone 3551.

PURCHASERS' AGREEMENT

We HEREBY CERTIFY that We have this 13th day of July, 1948, purchased the property mentioned in these proceedings from Benjamin Michaelson, Trustee for the sum of Forty-eight Hundred Dollars, and we hereby agree to comply with the terms of sale.

Test:

Evelyn Hicks (No Seal)

John H. Hopkins, IV.

James Hicks (Seal)

Purchasers.

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 13th day of July, 1948, sold the property mentioned in these proceedings, to James Hicks and Evelyn Hicks for the sum of Forty-eight Hundred Dollars, they being at that price the highest bidders therefor.

Test:

John H. Hopkins, IV.

Geo. W. Scible, (SEAL) Auctioneer.

Filed July 16", 1948

CERTIFICATE OF PUBLICATION.

Annapolis, Md. July 28, 1948

We hereby certify, that the annexed (see page 444) Notice of Trustee's Sale Real Estate Eq. 9404 - Harry Arthur Diggs - was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of July, 1948, The first insertion being made the 13th day of June, 1948.

The CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

Filed 16 July, 1948

ORDER NISI

ORDERED, this 16" day of July, 1948, That the sale of the real estate mentioned in these proceedings made and reported by Benjamin Michaelson, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17" day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17" day of August next.

The report states that the amount of sales to be \$4800.00.

John H. Hopkins, 3rd, Clerk.

Filed 16 July, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 13, 1948.

We hereby certify, that the annexed Order Nisi, Eq. #9404-Harry Arthur Diggs was published in EVENING CAPITAL a newspaper published in the City of Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of August, 1948. The first insertion being made the 19th day of July, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

FINAL ORDER

ORDERED BY THE COURT, This 19th day of August, 1948 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commission and such proper

expenses as he shall produce vouchers for the Auditor.

Marvin I. Anderson, Judge.

Filed 20 August, 1948.

NOTICE TO CREDITORS

Notice is hereby given that all persons having claims against Aaron Diggs, George Diggs, Evelyn Adams, Augustus Queen, Clara Anita Diggs, deceased, or against any other parties of interest in the aforementioned cause, should file the same with vouchers thereof, in said cause pending in the Circuit Court for Anne Arundel County within ninety (90) days from June 18, 1948; otherwise said claims shall be forever barred.

Jy.9.

BENJAMIN MICHAELSON, TRUSTEE

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 28, 1948.

We hereby certify, that the annexed NOTICE TO CREDITORS - HARRY ARTHUR DIGGS - was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of July, 1948. The first insertion being made the 18th day of June, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

Not filed.

PETITION TO ENTER APPEARANCE

Mr. Clerk:

Please enter my appearance for the Plaintiffs in the above case.

John H. Hopkins, IV.

Filed Nov. 3, 1948.

PETITION FOR COUNSEL FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Benjamin Michaelson, solicitor for the plaintiffs in the above cause, respectfully represents:

1. That as solicitor for the plaintiffs in the above cause, he examined the title to the property in these proceedings, held numerous conferences with the plaintiffs regarding the heirs of the deceased owner of the property, examined the tax records and the records in the Orphans Court concerning the deceased heirs, and prepared the bill of complaint and other pertinent papers requisite for the appointment of a trustee for the sale of the said property.

2. That said property was sold advantageously for the sum of \$4800.00, but the compensation to your petitioner will be inadequate for the services rendered unless he is allowed a reasonable counsel fee for his services.

WHEREFORE, your petitioner prays this Honorable Court to allow him such counsel fee as may seem reasonable and proper for the services rendered.

Ans as in duty bound, etc.

Benjamin Michaelson, Petitioner.

CERTIFICATES OF MEMBERS OF THE BAR

We, the undersigned members of the Bar of Anne Arundel County, do hereby certify that the sum of One hundred fifty Dollars, is a reasonable and proper counsel fee for services rendered by Benjamin Michaelson, Solicitor in this cause.

George E. Rullman

R. Tilghman Brice.

Filed Nov. 3, 1948.

*Order of Court. Case 447*

PETITION FOR ALLOWANCE OF CLAIM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Harry Arthur Diggs, one of the Plaintiffs in the above titled cause, by John H. Hopkins, IV, his attorney, respectfully represents:

1. That the real property in the above entitled cause is unimproved, vacant and has produced no revenue.

2. That your petitioner, since the death of his father, Aaron Diggs in 1943, has paid State and County Taxes on said property, totalling \$38.63, receipted bills for which are attached hereto as Exhibit "B", and are intended to be a part hereof.

3. That said payment of taxes by your petitioner was necessary to preserve the said property and prevent its sale for default in payment of the said taxes, as none of the other heirs were interested in advancing the funds for such payment.

4. That your petitioner believes he is entitled to be reimbursed for the State and County Taxes which he advanced on behalf of the heirs, to be paid out of the proceeds of sale of said property.

WHEREFORE your petitioner prays this Honorable Court to pass an order allowing said claim and authorizing Benjamin Michaelson, Trustee, in this cause, to pay to him the sum of \$38.63 as reimbursement for the moneys expended by him on account of said taxes.

AND as in duty bound, etc.

John H. Hopkins, IV,  
Attorney for Petitioner.

Filed Nov. 4", 1948

ORDER OF COURT

Upon the foregoing petition and certificate, it is hereby ORDERED this 4th day of November, 1948, by the Circuit Court for Anne Arundel County, that Benjamin Michaelson, Solicitor in the foregoing cause, be, and he is hereby allowed a counsel fee of One Hundred & fifty Dollars, for services rendered, and it is hereby further ordered that the auditor, in stating the account, allow such counsel fee, subject to the usual exceptions.

James Clark , Judge

Filed Nov. 4", 1948.

ORDER OF COURT

Upon the foregoing petition it is this 4th day of November, 1948, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, ADJUDGED AND DECREED that the claim of Harry Arthur Diggs, in the amount of \$38.63 for moneys advanced by him in payment of State and County taxes on the real property, which is the subject matter of these proceedings, be allowed, and it is hereby further ORDERED that Benjamin Michaelson, Trustee, be and he is authorized to pay the sum of \$38.63 to the said Harry Arthur Diggs out of the proceeds of sale of said property.

James Clark. Judge.

Filed Nov. 4", 1948

AUDITOR'S REPORT AND ACCOUNT

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, November 19, 1948. All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Michaelson

Dr. Harry Arthur Diggs and Wife, et al, vs. Martha Diggs, et al in ac.

To the Trustee for Commissions, viz:	174.00	
To Trustee for Fee, (Order of 11/4/48)	<u>150.00</u>	324.00

To Trustee for Court costs, viz:

Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court-Court costs	27.25	
Jos. W. Alton - Sheriff's costs	4.25	
Emanuel Klawans - Examiner's fee	4.00	
Katherine H. McCutchan- Stepographer	6.00	
Auditor- stating this account	<u>22.50</u>	74.00

To Trustee for Expenses, viz:

Capital-Gazette Press-Order of Publication	48.00	
Capital-Gazette Press -advertising sale and notice to creditors	32.00	
Capital-Gazette Press- handbills and tax	9.69	
Capital-Gazette Press- Order nisi on sale	5.00	
Capital-Gazette Press-Order Nisi (acct.)	5.00	
Globe Indemnity Co.- bond premium	20.00	
George W. Scible-auctioneer's fee	25.00	
Clerk of Court- certified copy of deed	2.50	
Katharine H. McCutchan- notary fees	2.00	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	<u>2.75</u>	154.69

To Trustee for Taxes, viz:

1948 State and County taxes (\$7.23-adj.)	<u>4.89</u>	4.89
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To Trustee for Claims Filed, viz:

Harry Arthur Diggs-refunding amounts paid by him  
for taxes as follows:

1943 -	\$ 7.57		
1944 -	7.39		
1945 -	7.39		
1946 -	7.67		
1948 -	<u>8.61</u>	38.63	38.63

BALANCE FOR DISTRIBUTION = \$4,203.79

Distributed to heirs at law of Susan Diggs as follows:

<u>Harry Arthur Diggs</u> , son - one-fourth	1,050.95
<u>Clara Anita Diggs</u> , daughter-one fourth	1,050.95
<u>John H. Hopkins, IV</u> - purchaser of interest of Samuel Adams, husband of <u>Evelyn Adams</u> , deceased daughter- one fourth \$1,050.95	
<u>LESS</u> inheritance tax <u>10.51</u>	1,040.44

Heirs at law of George Edward Diggs, deceased son -  
one-fourth, viz:

George Edward Diggs, son- one-sixteenth	\$262.73	
<u>Less</u> inheritance tax <u>2.63</u>		260.10
Katherine Diggs, daughter-one-sixteenth	262.74	
<u>Less</u> inheritance tax <u>2.63</u>		260.11

Harry Arthur Diggs, son -one-sixteenth	\$262.73	
Less inheritance tax	2.63	260.10
Evelyn Ruth Diggs, daughter-one-sixteenth	262.74	
Less inheritance tax	2.63	260.11
R. Glenn Prout, Register of Wills-total		
direct inheritance taxes as above	21.03	4,203.79
		4,800.00

with Benjamin Michaelson, Trustee

Cr.

1948

July 13 Proceeds of Sale

4,800.00

4,800.00

ORDER NISI

ORDERED, This 22" day of November, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23" day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23" day of December next.

John H. Hopkins, 3rd, Clerk.

Filed Nov. 22, 1948

certificate of publication

Annapolis, Md. December 22, 1948.

We hereby certify, that the annexed Order Nisi, Eq. #9404 Auditor's Account- Harry Arthur Diggs was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of December, 1948. The first insertion being made the 23rd day of November, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

Filed Dec. 23, 1948.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 24th day of December, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceess accordingly with a due proportion of interest as the same has been or may be received.

James Clark ---

Filed Dec. 24", 1948.

IN THE MATTER OF THE SALE

OF THE

MORTGAGED REAL ESTATE

OF

LUTIE WILHELM

:

:

:

:

...:...

No. 9515 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DOCKET OF SUIT, etc.

Mr... Clerk:

Please docket this suit, and file mortgage from Lutie Wilhelm to William Wadsworth Wood and Mary Ann M. Wood, his wife, dated the 22nd day of October, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 438, folio 402, and attached hereto.

R. Tilghman Brice, III,

Attorney named in mortgage.

Filed September 15", 1948

PURCHASE MONEY SECOND MORTGAGE

THIS PURCHASE SECOND MORTGAGE, Made this 22nd day of October, in the year nineteen hundred and Forty-Seven by and between Lutie Wilhelm Mortgagor of Anne Arundel County, in the State of Maryland, of the first part, and William Wadsworth Wood and Mary Ann M. Wood, his wife, Mortgagees, of the second part

WHEREAS, the said Mortgagor, Lutie Wilhelm, has received this date from the Mortgagees, William Wadsworth Wood and Mary Ann M. Wood, his wife, the sum of Seventeen Thousand Five Hundred Dollars (\$17,500.00), said sum being part of the purchase money for the property herein-after described, and the said Lutie Wilhelm to secure further said loan has passed her promissory note of even date herewith to the said William Wadsworth Wood and Mary Ann M. Wood, his wife, said sum being part of the purchase money for the property hereinafter described, and

WHEREAS, the said Mortgagor has agreed to repay the said sum so advanced at the rate of One Hundred Dollars (\$100.00) per month including interest at the rate of Five Per Cent (5%) per annum on the current unpaid balance of the principal every month, first of said payments shall be due and payable one month from the date hereof.

It is expressly understood and agreed that the Mortgagor, Lutie Wilhelm, may anticipate any payment due under this mortgage or the whole thereof at any interest installment period prior to maturity.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor, Lutie Wilhelm, does grant and convey unto the said Mortgagees, William Wadsworth Wood and Mary Ann M. Wood, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

BEING all those two lots set in the development known as South Haven in the Second Election District of Anne Arundel County, which are designated as Lots Nos. 29 and 30 on the Plat of South Haven, duly recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 25, said lots containing 139,489 square feet.

BEING the identical lots conveyed to Lutie Wilhelm by William Wadsworth Wood and Mary Ann M. Wood, his wife, by deed dated the 22nd day of October, 1947, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of William Wadsworth Wood and Mary Ann M. Wood, his wife, their heirs and assigns, forever, in fee simple.

PROVIDED, that if the said Lutie Wilhelm, Mortgagor her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars, and all interest thereon accrued, when and as the same may



be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Lutie Wilhelm, her heirs and assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues,<sup>charges</sup> mortgage debt and interest, the said Lutie Wilhelm for her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said William Wadsworth Wood and Mary Ann M. Wood, his wife, their personal representatives or assigns, or R. Tilghman Brice, III their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any therebe) shall be paid to the said Mortgagor, her personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for herself, her heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for herself, her heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or R. Tilghman Brice, III, their said Attorney, shall not be required to receive the principal and interest only, thereof of said Mortgage debt in satisfaction, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Lutie Wilhelm, for herself, her personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns,

the improvements on the hereby mortgaged land to the amount of at least Seventeen Thousand Five Hundred (\$17,500.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor.

Test: Doris F. Moore

LUTIE WILHELM

(SEAL)

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 22nd day of October, in the year nineteen hundred and Forty Seven before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lutie Wilhelm the Mortgagor named in the foregoing Mortgage and she acknowledged the foregoing Mortgage to be her act. At the same time also appeared R. Tilghman Brice, III, Attorney and Agent for William Wadsworth Wood and Mary Ann M. Wood, his wife, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and is authorized to make said affidavit.

WITNESS my hand and seal Notarial.

(Notarial Seal)

Doris F. Moore, Notary Public.

Recorded-23rd Oct. 1947-at 2:10 P.M, in Liber J.H.H. No. 438, folio 402, one of the Land Refords of Anne Arundel County,

Filed September 15, 1948

STATEMENT OF THE CLAIM OF WILLIAM WADSWORTH WOOD AND MARY ANN M. WOOD, HIS WIFE.

Amount due on mortgage from Lutie Wilhelm to William Wadsworth Wood and

Mary Ann M. Wood, his wife, dated the 22nd day of October, 1947, and

recorded among the Land Records of Anne Arundel County in Liber

J.H.H. No. 438, folio 402 .....\$ 17,500.00

Plus interest thereon at the rate of Five (5%) per cent per annum

from Dec. 2, 1947, to Oct. 13, 1948 ..... 765.62

\$18,265.62

STATE OF ILLINOIS, County of Cook, to wit:

I HEREBY CERTIFY, That on this 24th day of September in the year nineteen hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Illinois, in and for the County aforesaid, personally appeared WILLIAM WADSWORTH WOOD and MARY ANN M. WOOD, his wife and made oath in due form of law that there is due and owing them the sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars, plus interest thereon at the rate of Five (5%) per cent per annum from the 2nd day of December, 1947, on the above entitled mortgage which is held by the said William Wadsworth Wood and Mary Ann M. Wood, his wife.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL)

Eleanore Rosenquist, NOTARY PUBLIC

My Commission expires May 10, 1952.

Filed October 5, 1948

B O N D

KNOW ALL MEN BY THESE PRESENTS: THAT WE, R. Tilghman Brice, III, attorney named in

mortgage, of Annapolic, Maryland and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventeen thousand dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of October in the year of our Lord nineteen hundred and 48.

WHEREAS, the above bounden R Tilghman Brice, III by virtue of a power contained in a mortgage from Lutie Wilhelm to William Wadsworth Wood and Mary Ann M. Wood, his wife, dated Oct. 22, 1947 and recorded in Liber No. 438 No. folio 402 etc., one of the Land Record Books of A. A. County, Md. R. Tilghman Brice, III is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

WHEREAS, such default has occurred and the said R. T. Brice, III is about to execute the power vested in him in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall abide by and fulfil any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered

R. TILGHMAN BRICE, III, (SEAL)

in the presence of

MARYLAND CASUALTY COMPANY

Chas. F. Lee, Jr.,

PER Chas. F. Lee,

Attest: (Corporate Seal)

of Chas. F. Lee & Co. Agts.

Secretary.

Filed & Approved Oct. 5, 1948.

John H. Hopkins, 3rd, Clerk.

GEORGE W. SCIBLE,

AUCTIONEER

MORTGAGEE'S SALE

OF VALUABLE WATERFRONT REAL ESTATE IN ANNE ARUNDEL COUNTY, MD.

By virtue of and pursuant to the power of sale contained in a mortgage from Lutie Wilhelm to William Wadsworth Wood and Mary Ann M. Wood, his wife, dated the 22nd day of October, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 438, folio 402, default having occurred under the covenants therein contained, I will offer for sale at public auction at the Court House door in the city of Annapolis, Maryland, on WEDNESDAY, OCTOBER 13, 1948 at 11 o'clock, A. M..

ALL the land and premises by said mortgage conveyed, being described as follows:

ALL that piece or parcel of land lying and being in the Second Election District of Anne Arundel County, State of Maryland, being lots Nos. twenty-nine (29) and thirty (30) as shown on the plat of "South Haven", as recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 25, said lots containing 139,489 square feet, more or less, and being the identical property conveyed by William Wadsworth Wood and Mary Ann M. Wood, his wife, to the said Lutie Wilhelm by deed dated the 22nd day of October, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 438, folio 400. The above described property has over two hundred fifty (250) feet of water front on South River and is improved by a spacious dwelling containing more than fourteen (14) rooms and five (5) baths, and has been recently used as an inn, lodge and restaurant. The property is also improved by a pier and a boat house.

This property is being sold subject to a first mortgage from William Wadsworth Wood and Maryl Ann M. Wood, his wife, to The Farmers National Bank of Annapolis, dated the 17th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 236, in the original amount of fifteen thousand (\$15,000.00) dollars.

TERMS OF SALE: A deposit of ten per cent of the purchase price will be required of the purchaser on the day of sale. Balance of purchase money, including interest at the rate of six (6%) per cent per annum, to be paid incash upon the ratification of sale.

Taxes, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. TILGHMAN BRICE, III,

Attorney named in the Mortgage

Lee Building, Annapolis, Maryland.

AUCTIONEER'S CERTIFICATE.

I HEREBY CERTIFY, that I have this 13th day of October, 1948, sold the within described property to William Wadsworth Wood and Mary Ann M. Wood, his wife, at and for the sum of Seven Thousand Two Hundred Fifty (\$7,250.00) Dollars, he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible. Auctioneer.

Filed october 14, 1948.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of R. Tilghman Brice, III, Attorney named in the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved by the Clerk of this Court, advertise the said property for sale on Wednesday, October 13, 1948, at 11:00 o'clock, A. M., by advertisement in the Evening Capital, a newspaper printed daily at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House Door in the City of Annapolis, Maryland, and also in the vicinity of the premises mentioned in said mortgage, in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis Maryland, on Wednesday, October 13, 1948, at 11:00 o'clock, A. M., that being the time and place advertised for said sale and did then and thereoffer said property mentioned in said mortgage filed in this case which said mortgage is dated the 22nd day of October, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 438, folio 402, being Lots Nos. 29 and 30 as shown on the plat of "South Haven" as recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 25, together with all improvements thereon and all appurtenants thereto, and did sell the property hereinabove described, subject to a first mortgage from William Wadsworth Wood and Mary Ann M. Wood, his wife, to The Farmers National Bank of Annapolis, dated the 17th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 236, in an original amount of fifteen thousand (\$15,000.00) Dollars, unto William Wadsworth Wood and Mary Ann M. Wood, his wife, at and for the sum of Seven Thousand Two Hundred Fifty (\$7,250.00) Dollars, they being then and there the highest bidder therefor, and he files herewith one of the handbills of said sale upon which is endorsed a certificate of the Auctioneer as to said sale.

ALL of which is respectfully submitted.

R. TILGHMAN BRICE, III,

Attorney named in mortgage.

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this Thirteenth day of October, in the year nineteen hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Attorney named in the mortgage mentioned in these proceedings, and made oath in due form of law that the matters and things set out in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

As witness my hand and Notarial seal.

(NOTARIAL SEAL)

Beatrice A. Velenowsky, NOTARY PUBLIC.

Filed October 14, 1948.

ORDER NISI.

Ordered, this 14" day of October, 1948, That the sale of the property mentioned in these proceedings made and reported by R. Tilghman Brice, III, Attorney named in the mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16" day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of November next.

The report states that the amount of sales to be Seven Thousand Two Hundred Fifty (\$7,250.00) Dollars.

John H. Hopkins, 3rd, Clerk.

Filed October 14, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 11, 1948.

We hereby certify that the annexed Order Nisi, No. #9575 Mortgage Sale Lutie Wilhelm was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of November, 1948. The first insertion being made the 15th day of October, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed Nov. 17", 1948

FINAL ORDER

ORDERED BY THE COURT, This 17th day of November, 1948, that the sale made and reported by the Attorney named in the mortgage aforesaid; be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney named in the mortgage allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, J U D G E .

AUDITOR'S REPORT AND ACCOUNT.

To The Honorable, The Judges of Said Court:

THE Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. November 26, 1948.

All of which is respectfully submitted,

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Lutie Wilhelm		in ac.
To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz.	<u>247.50</u>	297.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor- stating this account	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	36.00	
Capital-Gazette Press- handbills and tax	9.69	
Capital-Gazette Press- Order Nisi (sale)	5.00	
Capital-Gazette Press- Order Nisi (acct.)	5.00	
Maryland Casualty Co.- bond premium	68.00	
George W. Scible- auctioneer's fee	25.00	
One-half Federal revenue stamps	4.13	
One-half State revenue stamps	4.12	
Beatrice A. Velenovsky- notary fee	<u>.50</u>	157.44
To Attorney for Taxes, viz:		
1948 State and County taxes (305.60-adj.)		239.38
To William Wadsworth Wood and Mary Ann Wood, his wife,		
Mortgagees- this balance on account mortgage claim		<u>6,517.93</u>
		<u>7,250.00</u>
Amount of mortgage claim filed	18,265.62	
Cr. Amount allowed as above	<u>6,517.93</u>	
Balance subject to decree in personam	11,747.69	

with R. Tilghman Brice, III, Attorney named in Mortgage

Cr.

1948

Oct. 13 Proceeds of Sale

7,250.00

7,250.00

Filed 26 November, 1948

ORDER NISI

ORDERED, This 26" day of November, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28" day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28" day of December next.

John H. Hopkins, 3rd, Clerk.

Filed 26 November, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 22, 1948.

We hereby certify, that the annexed Order Nisi Eq., #9515 Auditor's Account- Lutie Wilhelm- was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County Maryland, once a week for 3 successive weeks before the 28th day of December, 1948. The first

insertion being made the 29th day of November, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown,

Filed December 29, 1948.

FINAL REPORT

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 29th day of December, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received. at

BENJAMIN MICHAELSON, Judge.

Filed December 29", 1948.

For further references see Liber J.H.H. No. 65, Folio 437, etc. Equity Records.

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IN THE MATTER OF THE	:	No. 9326 EQUITY
SALE OF THE MORTGAGED REAL	:	IN THE CIRCUIT COURT
ESTATE OF	:	FOR
WILLIAM WILKINSON and	:	ANNE ARUNDEL COUNTY
MARGARET WILKINSON, his wife.	:	
	: : : : : :	

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket this suit and file the original mortgage. Gut

Benjamin Michaelson, Attorney.

PURCHASE MONEY MORTGAGE

THIS PURCHASE MONEY MORTGAGE, made this 4th day of May, in the year one thousand nine hundred and forty-six, between William Wilkinson and Margaret Wilkinson, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor(s), and Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to William Wilkinson and Margaret Wilkinson, his wife, the sum of THREE THOUSAND (\$3000.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 5% per annum, in the manner following.

By the payment of \$28.75 dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest:

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part, and when the amount prepaid equals or

exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said William Wilkinson and Margaret Wilkinson, his wife, do(~~th~~) grand, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot, piece, or parcel of ground situate at Arnold Station on the line of the Maryland Electric Railways and in the Third Election District District of Anne Arundel County, Maryland, which is particularly described as follows, according to a survey and plat thereof made by J. Carson Boush, County Surveyor, in January, 1917, that is to say:

BEGINNING for the same at an iron pin at the end of the second line of the lot heretofore conveyed by Charles L. Tate and wife to William E. Cook and wife, by deed dated June 9, 1913, and recorded in Liber G. W. No. 99, folio 94, and running from thence and with the third line of said conveyance, South 21 degrees 35 minutes East, 118 feet; thence South 69 degrees 25 minutes West, 60.5 feet to the right of way of the Baltimore and Annapolis Short Line Railroad; thence with the right of way of said Railroad, North 17 degrees 45 minutes West, 118.3 feet; thence leaving said Railroad and running North 69 degrees 25 minutes East, 54 feet to the place of beginning.

BEING the same property which was conveyed to the said William Wilkinson and Margaret Wilkinson, his wife, by Elizabeth DeChantal Smith, single, by deed dated May 4, 1946, and recorded among the Land Records of Anne Arundel County prior to the recording of this mortgage; and being the same property which was devised to the said Elizabeth DeChantal Smith by Louis F. Smith, by his Last Will and Testament duly probated on January 23, 1933, and recorded among the Testamentary Records of Anne Arundel County in Liber G.T.C. No. 1,(51), folio 295; being the same property which was conveyed to Frank R. Smith and Louis F. Smith by Charles L. Tate and Sadie A. Tate, his wife, by deed dated January 30, 1917 and recorded among the aforesaid Land Records in Liber G. W. No. 126, folio 420; the interest of the said Frank R. Smith having been conveyed to his brother, the said Louis F. Smith, by deed dated the second day of February, 1919, and recorded among the aforesaid Land Records prior hereto.

IT IS hereby agreed that this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the improvements thereon, and the rights or appurtenances therein belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

AND the said mortgagor(s) William Wilkinson and Margaret Wilkinson, his wife, for themselves their heirs, personal representatives or assigns, covenant with the said Enterprise Federal Savings and Loan Association of Annapolis, Md. as follows:

I. To repay the indebtedness, together with interest, as herein provided.



II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 5% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any person or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

AND it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

AND the said mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 or any supplement thereto or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Benjamin Michaelson, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First: to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars.

Second: to the distinguishment of all claims of the mortgagee, its successors or assigns, and

Third; the balance, if any, to the said mortgagor(s), his, her, or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

Witness:

Katharine H. McCutchan.

WILLIAM WILKINSON

(SEAL)

MARGARET WILKINSON

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4th day of May, in the year one thousand nine hundred and forty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William Wilkinson and Margaret Wilkinson, his wife, the mortgagor(s) named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared Thomas K. Harrison, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

My Commission expires on May 5, 1947.

Katharine H. McCutchan, Notary Public

(Notarial Seal)

Received for record 6 May, 1946 at 3 P.M. Liber J.H.H. 357, folio 359, etc.

Filed October 23, 1948

FINANCIAL STATEMENT

October 22, 1947

Statement of indebtedness of William & Margaret Wilkinson to the

ENTERPRISE FEDERAL SAVINGS & LOAN ASSOCIATION

Balance of Principal \$2794.09

Interest Due 39.30

\$2833.39 Balance Due Association

I Hereby certify that the above statement is correct.

(Corporate Seal).

Edward A. Hesselbrock, Secretary.

Filed Oct. 23, 1947.

B O N D

EAGLE INDEMNITY COMPANY OF NEW YORK.

KNOW ALL MEN BY THESE PRESENTS, That We, Benjamin Michaelson, Attorney-named-in-Mortgage, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five Hundred (\$3500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 15th day of November, Nineteen Hundred and 47.

WHEREAS, by virtue of a power of sale contained in a mortgage from William Wilkinson & Margaret Wilkinson, his wife to Enterprise Federal Savings and Loan Assn. bearing date on or about the 4th day of May Nineteen Hundred and 46, the said Benjamin Michaelson, Attorney-named-in-mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage, or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Benjamin Michaelson, Attorney-named-in-mortgage, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Benjamin Michaelson, Attorney-named-in-Mortgage, do and shall well and faithfully abide by and fulfill

any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test:

Katharine H. McCutchan.

(Corporate Seal)

Benjamin Michaelson,, Principal, (SEAL)

EAGLE INDEMNITY COMPANY

By Benjamin Michaelson,

Attorney-in-Fact.

Approved this 15th day of Nov. 1947.

Filed

John H. Hopkins, 3rd, Clerk.

Filed Nov. 15, 1947.

George W. Scible, Auctioneer,

MORTGAGE'S SALE OF VALUABLE FEE SIMPLE

REAL ESTATE LOCATED AT ARNOLD, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the power of sale contained in a mortgage from William Wilkinson and Margaret Wilkinson, his wife, to the Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc., bearing date of May 4, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 357, folio 359, the undersigned attorney named in said mortgage to make sale in case of default, will offer for sale at public auction at the Court House door, Annapolis, Maryland, on SATURDAY, NOV. 15, '47 at 11 A.M..

ALL that lot or parcel of ground situate, lying and being at Arnold Station on the line of the Maryland Electric Railways, in The Third Election District of Anne Arundel County, Maryland, which is particularly described as follows, according to a survey and plat thereof made by J. Carson Boush, County Surveyor, in January, 1917, that is to say: Beginning for the same at an iron pin at the end of the second line of the lot heretofore conveyed by Charles L. Tate and wife to William E. Cook and wife, by deed dated June 9, 1913, and recorded in Liber G.W. No. 99, folio 94, and running from thence and with the third line of said conveyance, South 21 degrees 35 minutes East, 118 feet; thence South 69 degrees 25 minutes West, 60.5 feet to the right of way of the Baltimore and Annapolis Short Line Railroad, thence with the right of way of said Railroad, North 17 degrees 45 minutes West, 118.3 feet; thence leaving said Railroad and running North 69 degrees 25 minutes East, 54 feet to the place of beginning.

The improvements thereon consist of a combined store and dwelling.

TERMS OF SALE: A deposit of \$350.00 will be required of the purchaser at the time of sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and all other public charges to be adjusted to day of sale.

BENJAMIN MICHAELSON,  
Attorney Named in Mortgage.

PURCHASER'S AGREEMENT

I hereby certify that I have purchased the property herein described from Benjamin Michaelson Attorney-named-in-Mortgage, this 15th day of November 1947 for the sum of Thirty-three Hundred Fifty Dollars, and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal this 15th day of November, 1947.

Test: Benj. Michaelson

FRANK SCHIAVELLO (SEAL) Purchaser

AUCTIONEER'S AGREEMENT

I hereby certify that I have this 15th day of November, 1947, sold the property herein described to Frank Schiavillo for the sum of Thirty-three Hundred Fifty Dollars, he being the highest

BIDDER THEREFOR.

Witness my hand and seal this 15th day of November, 1947.

Test: Benj. Michaelson

Geo. W. Scible (SEAL) Auctioneer.

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Benjamin Michaelson, Attorney-named-in-Mortgage, to make sale of certain real estate herein mentioned, respectfully shows:

That, whereas by a certain mortgage from William Wilkinson and Margaret Wilkinson, his wife, dated May 4, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 357, folio 359, the said Benjamin Michaelson, Attorney-named-in-Mortgage, was authorized to sell the property in said mortgage described in case of default in any of the covenants of said mortgage, and whereas default having occurred thereunder, the said Benjamin Michaelson, Attorney-named-in-Mortgage, after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites as required by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a daily newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, did under and by virtue of the power of sale contained in said mortgage, and pursuant to said notice, attend at the Court House door in the City of Annapolis, Saturday, November 15, 1947, at Eleven o'clock a.m. and then and there proceed to sell said property in a manner following, that is to say:

The said Attorney-named-in-Mortgage, offered at public sale to the highest bidder the property mentioned and described in said mortgage, particularly described as follows:

All that lot or parcel of ground situate, lying and being at Arnold Station on the line of the Maryland Electric Railways, in the Third Election District of Anne Arundel County, Maryland, which is particularly described as follows, according to a survey and plat thereof made by J. Carson Boush, County Surveyor, in January, 1917, that is to say: Beginning for the same at an iron pin at the end of the second line of the lot heretofore conveyed by Charles L. Tate and wife to William E. Cook and wife, by deed dated June 9, 1913, and recorded in Liber G.W. No. 99, folio 94, and running from thence and with the third line of said conveyance, South 21 degrees 35 minutes East, 118 feet; thence South 69 degrees 25 minutes West, 60.5 feet to the right of way of the Baltimore and Annapolis Short Line Railroad; thence with the right of way of said Railroad, North 17 degrees 45 minutes West, 118.3 feet; thence leaving said Railroad and running North 69 degrees 25 minutes East, 54 feet to the place of beginning.

Being the same property which was conveyed to the said William Wilkinson and Margaret Wilkinson, his wife, by Elizabeth DeChantal Smith, single, by deed dated May 4, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 357, folio 357.

And the said Attorney-named-in-Mortgage sold the above described property to Frank Schiavello for the sum of Thirty-three Hundred and Fifty (\$3350.00) Dollars, he being at that sum the highest bidder therefor, and said purchaser made a deposit of Three Hundred and Fifty (\$350.00) Dollars on account of the purchase price and has agreed to comply with the terms of sale by making payment of the balance of the purchase price in cash upon ratification of sale by the Court.

Respectfully submitted,

Benjamin Michaelson,

Attorney-named-in-Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of November, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Attorney-named-in-Mortgage, and made oath in due form of law that the matters and things set forth in said Report of Sale are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Katharine H. McCutchan, Notary Public.

Filed 18 November, 1947

ORDER NISI

ORDERED, this 18" day of November, 1947, That the sale of the mortgaged real estate mentioned in these proceedings, made and reported by Benjamin Michaelson, Attorney-named-in-Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20" day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20" day of December next.

The report states that the amount of sales to be \$3350.00.

John H. Hopkins, 3rd, Clerk.

Filed 18 November, 1947

CERTIFICATE OF PUBLICATION.

Annapolis, Md. December 17, 1947

We hereby certify, that the annexed Order Nisi William Wilkinson was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of December, 1947. The first insertion being made this 19th day of November, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 999

By Shirley McDonald

Filed 22 December, 1947.

FINAL ORDER

ORDERED BY THE COURT, This 22 day of December, 1947, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams, A.J.

Filed 22 December, 1947

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account January 9, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William Wilkinson and Wife in ac.

To Attorney for fee (Order of 1/7/48)

50.00

To Attorney for Commissions

131.17

181.17

To Attorney for Court costs, viz:

Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale, handbills and	32.00	
Capital-Gazette Press-State tax	7.65	
Capital-Gazette Press -Order Nisi of Sale	5.00	
Capital-Gazette Press- Order Nisi on this account	5.00	
Eagle Indemnity Co - bond premium	14.00	
George W. Scible - auctioneer's fee	16.00	
Benjamin Michaelson, Agent-balance due on insurance premium 5/6/46 to 5/6/47	21.90	
One-half Federal revenue stamps	1.92	
One-half State revenue stamps	1.93	
Katharine H. McCutchan- notary fee	<u>.50</u>	105.90
To Enterprise Federal Savings & Loan Association, mortgagee- in full for mortgage claim		2,833.39
To William Wilkinson and Margaret Wilkinson, his wife, mortgagors- this balance		<u>216.99</u>
		3,375.20
with Benjamin Michaelson, Attorney named in Mortgage 1947		Cr,
Nov. 15. Proceeds of Sale	3,350.00	
Interest on deferred payment	<u>22.50</u>	3,372.50
Refund 1947 State and County taxes (\$21.63-adjusted)		<u>2.70</u>
		<u>3,375.20</u>

Filed January 9, 1948

ORDER NISI

ORDERED, This 9" day of January, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10" day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10" day of February next.

JOHN H. HOPKINS, 3rd, CLERK.

Filed January 9, 1948

CERTIFICATE OF PUBLICATION.

Annapolis, Md. February 26, 1948.

We hereby certify, that this annexed Order Nisi -#9326-WILLIAM WILKINSON - was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of February, 1948. The first insertion being made the 13th day of January, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald.

Filed February 26, 1948

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 27 day of February, 1948, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

WILLIAM J. McWILLIAMS, Judge

FILED 27 FEBRUARY, 1948.

IN THE MATTER OF THE	:	
MORTGAGED REAL ESTATE	:	NO. 9504 IN EQUITY
OF	:	IN THE CIRCUIT COURT
JOHN J. VODAK and	:	FOR
CATHERINE A. VODAK, HIS WIFE.	:	ANNE ARUNDEL COUNTY.

: : : : :  
ORDER TO DOCKET SUIT.

MR. CLERK:

Please docket the above entitled case and file herewith, for foreclosure the original mortgage with short assignment thereon to the R F C MORTGAGE Company, marked Exhibit "A"; also file certified copy of assignment from the R F C Mortgage Company to the Reconstruction Finance Corporation, marked Exhibit "B".

J. Milton Brandt

Attorney Named in the Mortgage  
 Title Building  
 St. Paul and Lexington Streets  
 Baltimore 2, Maryland.

WILLIAM W. TOWNSHEND, JR., (SOL.)

FILED AUG. 16", 1948

EXHIBIT "A"  
M O R T G A G E

THIS MORTGAGE, Made this Twenty-second day of November, A. D., 1946, by and between JOHN J. VODAK, and CATHERINE A. VODAK, his wife, of Anne Arundel County, in the State of Maryland, herein-after called the Mortgagors, and TITLE GUARANTEE AND TRUST COMPANY a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, said mortgagors have this day passed unto the said mortgagee their negotiable promissory note in the principal sum of Eight Thousand Dollars, bearing even date herewith, payable in monthly instalments, with interest as hereinafter mentioned, and intended to be secured hereby.

AND WHEREAS, the said principal sum was used by the mortgagors as part of the purchase money OF THE HEREINAFTER DESCRIBED PROPERTY.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of EIGHT THOUSAND Dollars (\$8,000.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Title Guarantee and Trust Company, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-two and 23/100 Dollars (\$42.23), commencing on the first day of December, 1946, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1971.

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at an iron pipe situate on the northeast side of Glenoak Lane, as laid out fifteen feet wide; the said point of beginning being distant north sixty-five degrees twenty-three minutes West two hundred fifty-five feet from the intersection of the northeast side of the said Glenoak Lane and the northwest side of Light Street Road; and running thence north twenty-five degrees one minutes east one hundred feet, to an iron pipe; thence, running North sixty-five degrees twenty-three minutes west fifty feet, to an iron pipe now set on the southeast side of a fifteen foot alley; thence, running with the southeast side of the said fifteen foot alley, south twenty-five degrees one minute west one hundred feet, to an iron pin set on the northeast side of the afore-mentioned Glenoak Lane; running with the northeast side of the said Glenoak Lane, south sixty-five degrees twenty-three minutes east fifty feet, to the point of beginning. Being Lot No. 5, on a Plat prepared by Thomas W. Shives, Registered Engineer and Surveyor, November 1946, and to be recorded among the Plat Records of Anne Arundel County.

BEING the same lot of ground which, by deed of even date herewith and recorded, or intended to be recorded, among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Robert L. Hoover and Mary Hoover, his wife, to the said Mortgagors, in fee simple.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successor and assigns, in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.



exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (1) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (11) interest on the mortgage debt secured hereby; and
- (111) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges

finer, or impositions, and ground rents for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be requisite.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended <sup>hereby</sup> to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and

assigns, or J. Milton Brandt, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of FIFTY Dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

William O. Hayes, Jr.

John J. Vodak

(SEAL)

Catherine A. Vodak

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, To wit:

I HEREBY CERTIFY, That on this Twenty-second day of November, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared JOHN J. VODAK, and CATHERINE A. VODAK, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their respective act.

At the same time also personally appeared George H. Schmidt, the Vice President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth;

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid

(Notarial Seal)

William O. Hayes, Jr., Notary Public

Received for record 27 November, 1946, at 112-N, J.H.H. No. 372, folio 392.

SHORT ASSIGNMENT

FOR VALUE RECEIVED, and without recourse, Title Guarantee and Trust Company (Baltimore, Md.) hereby assigns the within mortgage to The RFC Mortgage Company.

WITNESS the Corporate Seal of said Company and the signature of President this 18th day of December, 1946.

Attest:

TITLE GUARANTEE AND TRUST COMPANY, BALTIMORE, MARYLAND.

Clifford L. Knight,

George H. Schmidt, Vice President

Asst. Secretary.

(CORPORATE SEAL)

Recorded 19 Dec. 1946, at 9:45 A.M., Liber J.H.H. No. 372, folio 397.

ASSIGNMENT AND TRANSFER

WHEREAS, The Board of Directors of the RFC MORTGAGE Company, a Maryland corporation, pursuant to the prior consent of Reconstruction Finance Corporation, its sole stockholder, at a regular meeting held at its principal office at 811 Vermont Avenue, N.W., Washington, D.C., on June 27, 1947, adopted the following resolutions:

"RESOLVED FURTHER, That the President or Vice President and Secretary or Assistant Secretary of this Company be and they are hereby authorized to take such action and to execute seal and deliver such instrument or instruments as may be necessary to grant, bargain, sell, assign, transfer and convey to Reconstruction Finance Corporation, effective as of midnight June 30, 1947, all of the property and assets of every kind and nature owned by The RFC Mortgage Company, save and except only its franchises as a corporation in consideration of \$25,000,000., the assumption of its liabilities and obligations by Reconstruction Finance Corporation and the full satisfaction and discharge of all indebtedness owned by The RFC Mortgage Company to Reconstruction Finance Corporation."

NOW, THEREFORE, THIS INDENTURE WITNESSETH, That pursuant to the above authority and in accordance with Section 203 of Title II, Public Law 132, 80th Congress, approved June 30, 1947, and in consideration of \$25,000,000, the assumption by Reconstruction Finance Corporation of all liabilities and obligations of The RFC Mortgage Company and the full satisfaction and discharge of all indebtedness owing by The RFC Mortgage Company to Reconstruction Finance Corporation, said The RFC Mortgage Company has granted, bargained, sold, assigned, transferred and conveyed and by these presents does grant, bargain, sell, assign, transfer and convey unto Reconstruction Finance Corporation all of the properties, real or personal and assets of every kind and nature, owned by The RFC Mortgage Company as of midnight June 30, 1947, wheresoever said properties and assets or any of them may be located, save and except only its franchise as a corporation.

IN WITNESS WHEREOF, The RFC MORTGAGE COMPANY has caused these presents to be signed, sealed and delivered by its officers thereunto duly authorized this 1st day of July, 1947.

ATTEST:

THE RFC MORTGAGE COMPANY

M. W. KNARR, Secretary

By M. J. McGRATH, Vice President

(CORPORATE SEAL)

DISTRICT OF COLUMBIA, SS:

I HEREBY certify that on this 25th day of July, 1947, before the subscriber, Charles J. Buettner, a Notary Public in the for the District of Columbia, personally appeared M. J. McGrath, Vice President of The RFC Mortgage Company. and on behalf of said Corporation did acknowledge the foregoing instrument to be the act and deed of said Corporation.

WITNESS my hand and Notarial Seal the day and year first above written.

(NOTARIAL SEAL)

CHARLES J. BUETTNER

My commission expires February 28, 1951

Notary Public

Recorded August 2nd, 1947 at 10:00 A.M.  
MARYLAND

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, STC:

I hereby certify, that the foregoing ASSIGNMENT AND TRANSFER was truly taken and copied from Liber J.H.H. No. 422 folio 222, one of the Land Record Books for Anne Arundel County.

(CORPORATE SEAL)

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of August, A. D. 1948.

John H. Hopkins, 3rd, Clerk.

FILED Aug. 16", 1948

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, J. MILTON BRANDT as PRINCIPAL, and GLOBE INDEMNITY COMPANY, of New York, N. Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand (\$8,000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally firmly by these presents, sealed with our seals, and dated this 16th day of August, Nineteen Hundred and Forty-eight.

WHEREAS, by virtue of a power of sale contained in a mortgage from John J. Vodak & Catherine A. Vodak to Title Guarantee & Trust Co. bearing date on or about the 22nd day of November Nineteen Hundred and forty-six the said J. Milton Brandt is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said J. Milton Brandt is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden J. Milton Brandt do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full

force and virtue in law.

(CORPORATE SEAL)

(SEAL)

J. Milton Brandt, (SEAL)

Globe Indemnity Company

By Benjamin Michaelson

Attorney-in-Fact.

Approved this 16th day of August, 1948.

John H. Hopkins, 3rd, Clerk.

Filed August 16, 1948

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of the Reconstruction Finance Corporation, the holder of a mortgage from John J. Vodak and Catherine A. Vodak, his wife, to Title Guarantee and Trust Company, dated November 22, 1946, and recorded among the Records of Anne Arundel County in Liber J.H.H. 372, folio 392, which mortgage was by mesne assignments assigned unto the Reconstruction Finance Corporation, which mortgage and assignments thereof are filed in above entitled case as Exhibits "A" and "B".

CLAIM

Amount of mortgage debt	\$8,000.00	
Paid on Account	405.05	\$7,594.95
Interest from February 1, 1948 to September 10, 1948 (date of sale advertised) on \$7594.95 at 4%		<u>188.18</u>
		7,783.13
Less amount held in escrow for payment of taxes, insurance, etc.		<u>176.47</u>
BALANCE DUE		\$7,606.66

J. Milton Brandt

Attorney named in Mortgage

RECONSTRUCTION FINANCE CORPORATION

By A. H. Graham, Acting Manager.

STATE OF VIRGINIA, CITY OF RICHMOND, SCT:

I HEREBY CERTIFY that on this 7 day of September, in the year Nineteen Hundred and Forty eight, before me, a Notary Public of the State of Virginia, in and for said City of Richmond, personally appeared A. H. Graham for the Reconstruction Finance Corporation the holder of the mortgage in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Mrs. G. B. Atkinson, Notary Public

My Commission expires 3/26/51

FILED 9 September, 1948.

AFFIDAVIT OF MILITARY STATUS.

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

EDWARD L. BOWEN, being duly sworn, deposes and says:

That he is acquainted with JOHN J. VODAK and CATHERINE A. VODAK, and that on September 10, 1948, the date on which the hereinafter described property was sold at foreclosure sale, neither of said parties was and had not been within three months next prior thereto in the military

service of the United States.

Affiant further says that to the best of his knowledge and belief JOHN J. VODAK and CATHERINE A VODAK, were on the date of foreclosure sale the fee simple owners of the following described property and did not hold it in trust for any other person.

12 Glen Oak Avenue, Glen Burnie, Maryland.

Edward L. Bowen

Subscribed and sworn to before me this 10th day of September, 1948.

(Notarial Seal)

Alex. Kinnaird, Notary Public.

My Commission expires May 2, 1949.

Filed Sept. 11, 1948.

MORTGAGE SALE OF VALUABLE FEE SIMPLE PROPERTY

Improved By A 1½ Story Stucco Over Cinder Block Known as No. 12 Glenoak Avenue Glen Burnie.

Under and by virtue of the power of sale contained in a mortgage from John J. Vodak and Catherine A. Vodak, his wife, dated November 22, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 372 folio 392, the undersigned, as Attorney named in the mortgage to foreclose in the event of default, and default having occurred, will offer for sale at public auction, on the premises known as No. 12 Glenoak Avenue, Glen Burnie, in the Fifth Election District of Anne Arundel County, Maryland, on FRIDAY, SEPTEMBER 10, 1948 At 3:30 P.M.

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe situate on the northeast side of Glenoak Lane, as laid out fifteen feet wide; the said point of beginning being distant north sixty-five degrees twenty-three minutes west two hundred and fifty-five feet from the intersection of the northeast side of said Glenoak Lane and the northwest side of Light Street Road; and running thence north twenty-five degrees one minute east one hundred feet to an iron pipe; thence running north sixty-five degrees twenty-three minutes West fifty feet, to an iron pipe now set on the southeast side of a fifteen foot alley, <sup>thence running with the southeast side of the said fifteen foot alley</sup> south twenty-five degrees one minute west one hundred feet to an iron pin set on the northeast side of the aforesaid Glenoak Lane; thence running with the northeast side of the said Glenoak Lane, south sixty-five degrees twenty-three minutes East fifty feet to the place of beginning. Being Lot No. 5 on a Plat prepared by Thomas W. Shrives, Registered Engineer and Surveyor, November, 1946, and to be recorded among the Plat Records of Anne Arundel County. The above property is improved by a one and one-half story stucco over cinder block dwelling with composition roof, containing four rooms and bath, with unfinished attic.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on day of sale; balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

J. MILTON BRANDT,

Attorney named in Mortgage

Title Building, Baltimore 2, Maryland

GEORGE W. SCIBLE, Auctioneer.

s-9

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of sale of J. Milton Brandt, Attorney named in the mortgage filed in this cause to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust reposed in him, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, combined with the Glen Burnie News, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, said J. Milton Brandt, attorney named in the mortgage did, pursuant to said notice on Friday, September 10, 1948, at 3.30 o'clock P.M., attend on the premises, and there sold the property in the proceedings mentioned and described in said advertisement, a copy of which is hereto attached, upon the terms mentioned in said advertisement, to Reconstruction Finance Corporation for the sum of Four Thousand dollars (\$4000.-) it being the highest bidder for said property. J. Milton Brandt further reports that the sale was fairly made, and the property sold for the most money that could be obtained for the same.

All of which is respectfully submitted.

J. MILTON BRANDT,

Attorney named in the mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY That on this 10th day of September in the year nineteen hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. MILTON BRANDT, the attorney named in the above mentioned mortgage, and made oath that the matters and facts stated in the foregoing report of sale are true, as therein set forth, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

ALEX. KINNAIRD , Notary Public.

Filed September 11, 1948

ORDER NISI

ORDERED, this 11th day of September, 1948, That the sale of the Fee Simple property mentioned in these proceedings made and reported by J. Milton Brandt, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of October next. The report states that the amount of sales to be \$4,000.00

John H. Hopkins, 3rd, Clerk.

FILED Sept. 11, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 29, 1948

We hereby certify, that the annexed Order Nisi, Eq., #9504-JOHN J. VODAK -was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of October, 1948. The first insertion being made the 16th day of September, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. E. Brown.

Filed October 29, 1948.

FINAL ORDER.

ORDERED BY THE COURT, This 29th day of October, 1948, that the sale made and reported by



the Attorney named in Mortgage aforesaid, be and the same is hereby <sup>finally</sup> Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney named in Mortgage allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

Filed 29 October, 1948

AUDITOR'S REPORT AND ACCOUNT

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account December 6, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. in the Matter of the Mortgaged Real Estate of John J. Vodak and Wife in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	<u>150.86</u>	200.86
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor -stating this account	<u>10.00</u>	38.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	36.00	
Capital-Gazette Press-handbills and tax	9.69	
Capital-Gazette Press-Order Nisi (Sale)	5.00	
Capital-Gazette Press- Order Nisi (Acct.)	5.00	
Globe Indemnity Co.-bond premium	32.00	
George W. Scible-auctioneer's fee	15.00	
Clerk of Court - certified copy	1.25	
One-half Federal revenue stamps	<u>2.20</u>	106.14
To Attorney for Taxes, viz:		
1948 State and County taxes on improvements		
(\$72.43-adj. to 9/10.48)		50.50
To Attorney for Benefit Charges, viz:		
Anne Arundel County Sanitary Commission-water		
rent-4/1/48-9/10/48		5.33
To Reconstruction Finance Corporation,		
Assignee of mortgage-this balance on Account		
mortgage claim		<u>3,631.15</u>
		<u>4,032.73</u>
Amount of mortgage claim filed	7,606.66	
Cr. Amount allowed as above	<u>3,631.15</u>	
Balance subject to decree in personam	3,975.51	

with J. Milton Brandt, Attorney named in Mortgage  
1948

Cr.

Sept. 10 Proceeds of Sale	4,000.00	
Interest on deferred payment from 9/10/48		
to 10/29/48	<u>28.58</u>	4,028.58
Refund 1948 State and County taxes-3 months, 20 days	1.70	
Refund 1948 water and sewer benefit charges-		
3 months, 20 days	<u>2.45</u>	<u>4.15</u>
		<u>4,032.73</u>

Filed 6 December, 1948

ORDER NISI

ORDERED, This 6th day of December, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of January next.

John H. Hopkins, 3rd, Clerk.

Filed 6 December, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 13, 1949

We hereby certify, that the annexed ORDER NISI-EQ., #9504, Sale Mortgaged Real Estate JOHN J. VODAK was published in MARYLAND GAZETTE A newspaper published in the City of Annapolis Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of January 1949. The first insertion being made the 9th day of December, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

Filed January 13, 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 13th day of January, 1949, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson, A. J.

Filed 13 January, 1949

GERTRUDE L. HASLEY

VS

 GEORGE E. LANG, JR.,  
 371 Evesham Avenue  
 Baltimore Maryland

 MABEL M. LANG  
 2804 Ellicott Drive  
 Baltimore, Maryland

 ARTHUR LANG  
 2523 W. Fairmount Avenue  
 Baltimore, Maryland

#9277 Equity

GEORGE EUGENE LANG  
1705 N. Caroline Street  
Baltimore, Maryland

MILTON C. LANG  
306 Tunbridge Road  
Baltimore, Maryland

MAY ZIRCKEL  
2542 Clyde Avenue  
Los Angeles, California

BERTHA LANG  
3026 La Salle Avenue  
Los Angeles, California

IDA SCHISLER  
2273 W. 24th Street  
Los Angeles, California

EMMA GREEN  
1801 Whenandoah  
Los Angeles, California

GEORGE HARR  
2235 Nichols Avenue  
S.E. Washington, D. C.

FANNY HARR  
2235 Nichols Avenue  
S. E. Washington, D. C.

AMELIA GRIMES  
3626 Austin Street  
Washington, D. C.

ROSA GRIMES  
Locton, Virginia

HERBERT HARR  
Locton, Virginia

EVA MAY GELMOR  
629 23rd Street  
Arlington, Virginia

LOUISE HARR  
2235 Nichols Avenue  
S. E. Washington, D. C.

IN THE  
CIRCUIT COURT  
OF  
ANNE ARUNDEL COUNTY  
# 9277 IN EQUITY

: : : : : : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Gertrude L. Hasley respectfully represents unto your Honors:

1. That your Compalinant and the Defendants herein are the only heirs at law of Rudolph S. Lang, deceased, and Rosa M. Lang, deceased, both of whom were residents of Anne Arundel County, as hereinafter more fully set out.

2. That by Deed dated April 20, 1876, Margaret E. Lang acquired title to a certain farm in Anne Arundel County in fee simple containing two hundred, twenty-five and three-eighths acres more or less, from Martin Smith and Catharine Smith, his wife. For detailed description and for further reference thereto, there is attached hereto and made a part hereof, the original deed from Martin Smith and Catharine Smith, his wife, to the said Margaret E. Lang, dated April 20, 1876 and recorded in the Land Records of Anne Arundel County, Liber S. H. No. 10, folio 306, being marked "Complainant's Exhibit No. 1".

3. That the said Margaret E. Lang on July 11, 1890, conveyed to one Samuel Galloway, Jr., a tract of approximately five acres in fee simple, being a part of said land heretofore acquired by her. For description of said tract sold and for further reference thereto, there is attached hereto and made a part hereof a certified copy of a Deed from the said Margaret E. Lang to Samuel Galloway, Jr., dated July 11, 1890 and recorded among the Land Records of Anne Arundel County in

Liber S. H. No. 37 Folio 409, being marked "Complainant's Exhibit No. 2".

4. That the said Margaret E. Lang on September 10, 1903, conveyed the remaining portion of said property to her daughter, Amelia Stubenrauch, in fee simple, reserving a life estate therein to herself. For description of the property so conveyed and for further reference thereto, there is attached hereto original deed from Margaret E. Lang to Amelia Stubenrauch, dated the 10th day of September, 1903 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 48, Folio 475, being marked "Complainant's Exhibit No. 3".

5. That on June 5, 1909 (the said Margaret E. Lang being deceased) the said Amelia Stubenrauch conveyed the aforesaid property to the said Rosa M. Lang in fee simple, reserving however, in herself, the said Amelia Stubenrauch, a life estate therein. For description of the property as conveyed and for further reference thereto, there is attached hereto and made a part of, the original deed from the said Amelia Stubenrauch to the said Rosa M. Lang, dated June 1, 1909 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 71, Folio 23, being marked "Complainant's Exhibit No. 4".

6. That thereafter the said Amelia Stubenrauch and Rosa M. Lang conveyed two tracts in fee simple, one of approximately ten acres and one of approximately twelve acres to Robert E. Garrett. For description of the two tracts so conveyed, and for further reference thereto, there is attached hereto and made a part hereof certified copies of said deeds, the first being dated January 23, 1911, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 82, Folio 40, being marked "Complainant's Exhibit No. 5"; the second being dated March 1, 1911 and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 85, Folio 80, being marked "Complainant's Exhibit No. 6".

7. That on or about September 14, 1912, (Amelia Stubenrauch being deceased) the said Rosa M. Lang executed a deed to the said Rudolph S. Lang, the original of which was duly recorded among the Land Records of Anne Arundel County in Liber G. W. No. 93, Folio 177; for description of the property so conveyed and for further reference thereto, the original deed is attached hereto, being marked "Complainant's Exhibit No. 7".

8. That the said Rosa M. Lang departed this life on the eighteenth day of October, 1929, and the said Rudolph S. Lang continued to occupy the property until the time of his death which occurred on the third day of July, 1946.

9. As can be seen by an examination of said last mentioned deed, the language therein is contradictory, and your complainant is advised and therefor avers that she is unable to state whether said conveyance was intended to convey to the said Rudolph S. Lang a one-half undivided interest for life in the said property or whether he acquired an absolute title in fee simple to all or a part thereof. Your complainant is further advised and therefore avers that the deed is so poorly drawn as to necessitate the intervention of this Court to determine the intention of the parties to said deed and to establish the ownership of said property.

10. That after determining the now ownership of said property, your Complainant is advised that it will be necessary to take out letters of Administration in the Estate of the now title owner or owners of the said property, but your Complainant feels that before so doing, this court should first determine the ownership of the property, and to this end she sets out the relationship and pedigrees of the parties hereto, which is as follows:

George A. Long, herein mentioned, and Margaret E. Lang, both deceased, intermarried and there were born to them seven children to wit:

(a) The said Rosa M. Lang, who died unmarried and interstate on the eighteenth day of October, 1929.

(b) The said Rudolph S. Lang, who died unmarried and interstate on the third day of July, 1946.

(c) Otho Lang, who married (both the said Otho and his wife being now deceased) and is survived by Gertrude L. Hasley, the Complainant herein (their only issue).

(d) Augustus Lang, who married (both the said Augustus and his wife being now deceased) survived by four children, to wit: May Zirckel, Bertha Lang, Ida Schessler, and Emma Green, their only issue)

(e) Edward Lang, who married (both the said Edward and his wife being now deceased) survived by three children, to wit: George E. Lang, Jr., Mabel M. Lang, and Arthur Lang, (their only issue).

(f) Eugene Lang, who married (both the said Eugene and his wife being now deceased) survived by two children, to wit: George Eugene Lang, and Milton C. Lang (their only issue).

(g) Eva Lang, who married Gustav Harr (both the said Eva and her husband being now deceased) survived by seven children, to wit: George Harr, Louise Harr, Fanny Harr, Rosa Grimes, Amelia Grimes, Eva May Gelmor, and Herbert Harr, (their only issue).

THAT ALL OF THE above persons are sui juris and are parties hereto, and are related to both the said Rosa M. Long and Rudolph S. Lang in equal degrees, and are the only persons having any interest in the said property.

11. Your complainant is advised and therefore avers that the grandchildren of the said George A. Lang and Margaret E. Lang herein mentioned, are the only heirs at law of the deceased Rudolph S. Lang and Rosa M. Lang, (children of the said George A. Lang and Margaret E. Lang, his wife) and that regardless of whether this court shall determine that Rosa M. Lang and/or Rudolph S. Lang died seized and possessed of the aforesaid property, the respective interests of the said grandchildren of George A. Lang and Margaret E. Lang in and to the property herein mentioned is the same.

12. Your Complainant further states that the property is insusceptible of partition in kind and that it would be advantageous for all parties concerned that the said property be sold and the proceeds divided among those entitled thereto.

WHEREFORE, your Complainant prays that

1. This Honorable court construe the aforesaid deeds and determine the ownership and the title to the property therein described and set out.

2. That a Trustee or Trustees be appointed to so sell the aforesaid property and after the payment of the costs incident thereto to distribute the proceeds among those entitled to receive the same.

3. That and for such other further relief as the nature of their cause may require, an  
AND AS IN DUTY BOUND &c.

Walter P. Reese

Gertrude L. Hasley, Complainant

Solicitor for Complainant

STATE OF MARYLAND, CITY OF BALTIMORE:

I HEREBY CERTIFY, that on this 12th day of August, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Gertrude L. Hasley and made oath in due form of the law that the matters and facts set forth in the foregoing

Bill of Complaint are just and true to the best of her knowledge, information, and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL

(NOTARIAL SEAL)

M. De Chantal McGreevy, Notary Public

FILED August 13, 1947

COMPLAINANTS EXHIBIT NO.1, Exams. Ex. A.

DEED.

THIS DEED, made this Twentieth day of April, in the year of our Lord one thousand eight hundred and Seventy-six, by and between Martin Smith and Catharine Smith, his wife, of the City of Annapolis, County of Anne Arundel and State of Maryland, of the first part, and Margaret Lang, of the County and State aforesaid, of the second part.

WITNESSETH: THAT for and in consideration of the sum of twenty five hundred dollars (\$2,500.), the receipt whereof is hereby acknowledged, as well as for other good and sufficient reasons them thereto moving, the said Martin Smith and Catharine Smith, his wife, do hereby grant, bargain and convey unto the said Margaret Lang, her heirs and assigns, in fee;-

ALL OF THOSE TRACTS, or parts of tracts of land, lying and being in the \_\_\_\_\_ Election District, of Anne Arundel County, contiguous to, and adjoining each other, the same being comprised of a part of a tract of land known and designated as "Freeman's Fancy", and of a part of tract of land known and designated as "Gaither's Collection", and laid out for, and supposed to contain, two hundred and twenty five acres and three eighths of an acre of land, more or less, together with all the personal property, consisting of horses, etc. and farming utensils and household and kitchen furniture of every kind whatsoever, now belonging to and to be found on said mentioned tracts of land

BEING the same tracts, or parts of tracts, of land, which were heretofore conveyed by a certain Albert K. Robins and wife to one Thomas E. Masson, by deed, dated the twenty-seventh day of October, Eighteen hundred and Seventy, and recorded in Liber S.H. No. 6-folio, 76, one of the Land Records of Anne Arundel County, and, afterwards, by the said Thomas E. Masson and wife conveyed to one George A. Lang, by deed dated the second day of April, Eighteen hundred and Seventy three, and recorded in Liber S.H. No. 7, folio 373, &c., one of the aforesaid Land Records; who, in turn, conveyed it to the said Martin Smith by deed dated the Eleventh day of April, Eighteen Hundred and Seventy Six, as by reference being had to said several and respective deeds, it will more fully and particularly appear.

TO HAVE AND TO HOLD the tracts or parts of tracts of land hereby mentioned to be granted and conveyed, with all the rights and appurtenances thereto belonging or in any wise appertaining, as well as the said personal property unto the said Margaret Lang, in and to her heirs and assigns, to her and their proper use and benefit, forever, in fee.-

AND the said Martin Smith and Catharine Smith, his wife, hereby covenant that they have not done, or suffered to be done, any act, matter or thing, whatsoever, to incumber the property hereby conveyed, that they will warrant the said property specially to the said Margaret Lang, and execute such further assurances as may be requisite.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals, on the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of the )

words interlined, in line 10 page 2, being so interlined at )

the signing, sealing and delivery hereof. )

Martin M. Smith (SEAL)

CATHARINE V. SMITH (SEAL)

W. H. GASSAWAY.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of April, in the year Eighteen hundred and Seventy-six, before the subscriber, a Justice of the Peace, of the said State, in and for the County aforesaid, personally appeared Martin M. Smith and Catharine Smith, his wife, and did each acknowledge the foregoing deed to be their respective act.

W. H. GASSAWAY, J.P.

Recorded 21st April, 1876 in Liber S.H. No. 10, folio 306, etc.,

Filed August 13, 1947.

COMPLAINANTS EXHIBIT NO. 2.EXAMS.EXH. B

DEED

THIS DEED made this Eleventh day of July in the year one thousand eight hundred and ninety, by Margaret E. Lang of Anne Arundel County and State of Maryland, Witnesseth: That in consideration of one hundred and eighteen dollars and ninety nine cents, the said Margaret E. Lang doth grant unto Samuel Galloway Sr. of the said County and State, his heirs and assigns in fee simple, all that piece or parcel of ground situate, lying and being in the 2nd E. Dct. of the County aforesaid, and described as follows to wit:

BEGINNING for the metes and bounds courses and distances at a pine tree on the right side of the Public road leading from Chesterfield to Millersville and thence running N 70° E 6½ chs to a stake thence N. 75° E 11½ chs 5 L to a cedar tree thence S 37½° E 6½ chs. 13 L to a black Oak thence S. 27° E 6 chs. 5 L to white Oak, thence S. 55° W 5 chs. 2 L to a sycamore thence W 63° W 11½ chs. to a Poplar tree, thence N. 39° W 5 Chs. 11 L to stake in a fence corner, thence S. 66° W 6 chs 16 L to Public Road mentioned above thence 32° E 2 chs 13 L to place of beginning.

Containing 5 acres 2 Roods and 18 perches of land more or less, being a part of the tract of land called Freemans Fancy, and which was conveyed to the said Margaret E. Lang by Martin Smith by deed duly executed and reorded on the Record Books of said County.

TOGETHER with the buildings and improvements thereupon erected made or being, and all and every, the rights, alleys, ways waters, privileges, appurtenances and advantages to the same belonging or otherwise appertaining.

TO HAVE AND TO HOLD the aforesaid piece or parcel of ground and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Samuel Galloway Sr. in fee simple.

AND the said Margaret E. Lang covenant that she will warrant specially the property hereby granted, and thet she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said grantor.

Test:

Margaret E. Lang

(SEAL)

Robt. F. Dodson.

State of Maryland, Anne Arundel, to wit:

I Hereby Certify, that on this Eleventh day of July in the year one thousand eight hundred and ninety, before the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Margaret E. Lang the grantor and acknowledged the foregoing Deed to be her act.

Robt. F. Dodson, J. P.

Recorded 12 August 1890.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber S.H. No. 37, folio 409, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of August, A. D. 1947.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed August 13, 1947.

COMPLAINANT'S EXHIBIT No. 3.Exams. Exh. C.

DEED

THIS DEED, Made this tenth day of September in the year one thousand nine hundred and three by Margaret E. Lang of Anne Arundel County and State of Maryland Widow.

WITNESSETH, that in consideration of the love and affection which she bears her said daughter Amelie Stubenrauch of said County and State the said Margaret E. Lang does hereby grant and convey unto the said Amelia Stubenrauch her heirs and assigns, in fee simple, all that tract or tracts of land situate lying and being in the 2nd Election of said County and described as follows, that is to say:

All that tract of land in the Second Election District of Anne Arundel County, near Chesterfield, composed of a tract known as Freeman's Fancy and part of a tract known as "Gaither's Collection" said two tracts containing two hundred and twenty five and three fourths acres of land less about two acres sold from said tract.

Said tract or tracts of land being the identical land which was conveyed to the said Margaret E. Lang by Martin M. Smith and wife by deed bearing date the 20th day of April A D 1876 and duly recorded among the Land Records of Anne Arundel County in Liber S.H. No. 10 folio 306 In which said deed said land is more fully described.

And for the same consideration the said Margaret E. Lang does hereby bargain and sell unto the said Amelia Stubenrauch all of her personal property of every kind and discription now situate upon said farm consisting of three horses, four cows, three heifers, three hogs, one wagon, household and kitchen furniture, beds and bedding, also all growing Crops, and any other personal property to be hereinafter described as well as any property by me hereinafter acquired. Reserving unto to the said Margaret E. Lang the right to enjoy occupy manage and control said real and personal property during her natural life.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said real and personal property and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Amelia Stubenrauch her heirs and assigns in fee simple.

AND the said Margaret E. Lang does hereby covenant that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of said grantors.

Test:

J. ROLAND BRADY

her  
Margaret X E. Lang (Seal)  
mark



STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this tenth day of September in the year one thousand nine hundred and three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Margaret E. Lang, and acknowledged the foregoing Deed to be her act. Witness my hand and seal Notarial the day and year first above written.

(NOTARIAL SEAL)

J. Roland Brady, Notary Public

Recorded 22 June, 1906 at 2:25 P.M. in Liber G.W. No. 48, folio 475.

Filed August 13, 1947

COMPLAINANT'S EXHIBIT NO. 4 Exams. Exh. D.

DEED

THIS DEED, Made this First day of June in the year one thousand nine hundred and nine by Amelia Stubenrauch, widow of Anne Arundel County, State of Maryland, but at the time of the execution hereof in the City of Baltimore, State of Maryland.

WITNESSETH, that in consideration of five dollars, natural love and affection and other good and valuable considerations the said Amelia Stubenrauch does grant and convey unto Rosa M. Lang, single woman, reserving however to herself a life estate, her heirs and assigns, in fee simple, all that tract or tracts of land situate, lying and being in the Second Election District of said Anne Arundel County and described as follows, that is to say:

ALL that tract of land in the Second Election District of Anne Arundel County, near Chesterfield, composed of a tract known as "Freeman's Fancy" and part of a tract known as "Gaither's Collection" said two tracts containing two hundred and twenty-five and three fourths acres of land, less about two acres sold from said tract. Said tract or Tracts of land being the same land which by deed bearing date September 10th, 1903 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 48 folio 475 &c. which were granted and conveyed by Margaret E. Lang to the said Amelia Stubenrauch.

The Margaret Lang who in said deed reserves to herself a life estate in now deceased, having departed this life December 14th, 1907.

TOGETHER, with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said tract or tracts of land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Rosa M. Lang, her heirs and assigns in fee simple, she the said Amelia Stubenrauch reserving to herself a life estate, so that she may have hold and enjoy the same in fee simple for and during the term of her natural life.

AND the said Amelia Stubenrauch hereby covenants that she will warrant specially the property hereby granted; and conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS the hand, and seal of said grantor.

Test:

Amelia Stubenrauch (SEAL)

Armistead M. Webb, (For Acknowledgment, see page 485)

Recorded 2 June, 1909 at 10 A.M., in Liber G.W. No. 71, folio 23.

Filed August 13, 1947

COMPLAINANT'S EXHIBIT NO. 5. Exams. Exh. E

DEED

THIS DEED, Made this twenty-third day of January, in the year nineteen hundred and eleven by Amelia Stubenrauch, widow, and Rosa M. Lang, single of Anne Arundel County, State of Maryland parties of the first part, and Robert E. Garrett of Baltimore County, State of Maryland, party of the second part.

WITNESSETH: that in consideration of the sum of two hundred and fifty dollars the receipt of which is hereby acknowledged, the said Amelia Stubenrauch, and Rosa M. Lang, parties of the first part do grant and convey unto the said Robert E. Garrett, party of the second part, his heirs and assigns, in fee simple, all that parcel of ground situate in the Second Election District of Anne Arundel County, State of Maryland.

BEING a portion of that piece of property containing 225 acres of land which was conveyed to George A. Lang by Thomas E. Masson and wife, on the 2nd day of April 1973, and recorded in Liber S.H. #7, folio 373, one of the Land Records of Anne Arundel County, Maryland, said portion being more fully described as follows:

BEGINNING for the same at a point in the second line of the above conveyance and running on said line South fifty degrees thirty minutes east eight hundred and sixty feet, then on third line South forty-two degrees forty-five minutes, west one thousand two hundred and twenty-nine and twenty-five hundredths feet, then running across the marsh in a northeasterly direction about six hundred and seventy feet to a stake now planted near a large white oak tree, then across another arm of said marsh north forty-nine degrees forty-five minutes east five hundred and sixty three and five tenths feet, then south forty nine degrees fifty minutes, east one hundred and forty eight feet, north seventy eight degrees east one hundred and twenty-seven and seven tenths feet to a maple tree, marked with one blaze and two notches; then north nineteen degrees forty five minutes, east forty eight and five tenths feet to a gum tree; then north twenty degrees west fifty one feet; north twenty seven degrees ten minutes west one hundred and forty five feet; north seven degrees forty five minutes, east one hundred and eighty eight feet; north seven degrees west two hundred feet to place of beginning. Containing ten acres of land more or less.

IT BEING the intention to convey ten acres of the low land lying in the most easterly part of the above two hundred and twenty five acres.

FOR title see Deed from Amelia Stubenrauch to Rosa M. Lang dated June 1, 1909 and recorded among said Land Records in Liber G.W. No. 71, folio 23 &c.

TOGETHER with the buildings and improvements on said ten acres of land, and all the rights, roads, ways, and waters, running in an easterly direction, and the privileges and appurtenances thereto belonging or in any wise appertaining on said ten acres of land.

TO HAVE AND TO HOLD the above granted property unto the said Robert E. Garrett, his heirs and assigns forever in fee simple.

AND the said Amelia Stubenrauch and Rosa M. Lang do hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the Grantors, the said parties of the first part.

Witness:

Rudolph L. Lang.

Amelia Stubenrauch (SEAL)

Rosa M. Lang (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL:

I Hereby Certify, that on this twenty-third day of January, nineteen hundred and eleven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the County

of Anne Arundel, personally appeared Amelia Stubenrauch, and Rosa M. Lang and each acknowledged the foregoing deed to be their act

E. F. Joyce, Justice of the Peace

Recorded 6th Feb. 1911.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber-G.W. 82, folio 40, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of August, A.D. 1947.

John H. Hopkins, 3rd, Clerk.

Filed August 13, 1947

Acknowledgment to Deed No. 5. Exhibit D.

STATE OF MARYLAND, City of Baltimore, to wit:

I Hereby Certify, that on this First day of June in the year one thousand nine hundred and nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Amelia Stubenrauch and acknowledged the foregoing Deed to be her act.

As witness my hand and notarial seal.

(Notary Seal)

Armistead M. Webb, Notary Public

Filed August 13, 1947, on page 483.

COMPLAINANT'S EXHIBIT NO. 6, Exams. Exh. F.

THIS DEED, Made this 1st day of March in the year Nineteen hundred and eleven, by Amelia Stubenrauch, and Rosa E. Lang, single, of Anne Arundel County, State of Maryland, parties of the first part, and Robert E. Garrett, of Baltimore County, State of Maryland, party of the second part.

WITNESSETH: That in consideration of the sum of Three hundred dollars, the receipt of which is hereby acknowledged, the said Amelia Stubenrauch and Rosa M. Lang parties of the first part do grant and convey unto the said Robert R. Garrett party of the second part, his heirs and assigns, in fee simple.

ALL that parcel of ground situate in the Second Election District of Anne Arundel County, State of Maryland.

BEING a portion of that piece of property Containing 225 acres of land which was conveyed to George A. Lang by Thomas E. Masson and wife, on the 2nd day of April 1873, and recorded in Liber S.H. No. 7, folio 373, one of the Land Records of Anne Arundel County, Maryland, said portion being more fully described as follows:

BEGINNING for the same at the end of the second line of the ten acre tract heretofore conveyed to said Garrett by said Stubenrauch and Lang, by deed recorded among said Land Records on the Sixth day of February 1911, and running from thence as follows: South forty five degrees and thirty minutes west three hundred and sixty feet, south twelve degrees and thirty minutes east four hundred and twelve and five tenths feet, south thirty nine degrees and forty-five minutes, west five hundred and twenty-eight feet, north seventy three degrees, , west one hundred and eighty feet, north thirty minutes west nine hundred and eighty feet, north fifty-five degrees and forty five minutes, east three hundred and two and seventy five one hundredths feet, north nine degrees and thirty-five minutes west three hundred and twelve and seven tenths feet, thence across the marsh in a southeasterly direction six hundred and seventy feet to the place of beginning.

CONTAINING TWELVE ACRES OF LAND. For Title see deed from Amelia Stubenrauch to Rosa M. Lang dated June 1st, 1909 and recorded among said Land Records in Liber G. W. No. 71, folio 23 &c.

Together with the buildings and improvements thereon and all the rights, roads, ways, running in an easterly direction, waters, privileges and appurtenances thereto belonging or in anywise appertaining, on said twelve acres of land.

TO HAVE AND TO HOLD the above granted property unto and to the said Robert E. Garrett his heirs and assigns forever in fee simple.

AND the said Amelia Stubenrauch and Rosa M. Lang do hereby covenant the\_ will warrant specially the property hereby granted and conveyed and they they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the grantors the said parties of the first part.

Witness Rudolph L. Lang.

Amelia Stubenrauch (Seal)

Rosa M. Lang (Seal)

State of Maryland, County of Anne Arundel, to wit:

I Hereby Certify, that on this first day of March nineteen hundred and Eleven, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County of Anne Arundel, personally appeared Amelia Stubenrauch and Rosa M. Lang, and each acknowledged the foregoing Deed to be their act.

E. F. Joyce (Seal)

Justice of the Peace.

Recorded 6th March, 1911

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber G, W. No. 85, folio 80, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of August, A. D. 1947.

(Court Seal)

JOHN H. HOPKINS, 3rd, Clerk.

Filed August 13, 1947.

COMPLAINANT'S EXHIBIT NO. 7, Exams. Exh. G.

THIS DEED made this 14th day of September, in the year 1912, by Rosa H. Lang, unmarried party of the first part, and Rudolph L. Lang, party of the second part, All of Anne Arundel County in the State of Maryland.

WITNESSETH, that in consideration of the sum of Five (\$5.00) Dollars that the said Rosa H. Lang has bargained and sold and hereby conveys unto the said Rudolph L. Lang a one-half un-divided interest for and during the term of the natural life of the said Rudolph L. Lang and with herself the said Rosa M. Lang, as tenants in common. The said property being located in the Second Election District of Anne Arundel County, Maryland, and being the same property which was conveyed to the said Rosa M. Lang by Amelia Stubenrauch by deed dated June 1st, 1909, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 71, folio 23 &c. and in which said deed the said Amelia Stubenrauch reserved to herself a life interest in said property granting, however, the fee simple to the said Rosa M. Lang. Said tract of land said to consist originally of two hundred and twenty five acres, from which on January 23rd, 1911, by deed recorded among the Land Records of Anne Arundel County in Liber G.W. No. 82, folio 40,

ten acres of land were sold to Robert E. Garrett and by a similar deed from the same grantors to the said Robert E. Garrett by deed dated March 1st, 1911, and recorded in Liber G.W. No. 85, folio 80, twelve acres were conveyed to the said Robert E. Garrett, leaving in the tract of land hereby conveyed about 203 acres of land, more or less. And in accepting this deed it was a condition precedent to its execution that the said Rudolph L. Lang should only have a life estate in one-half of the said property as tenant in common with the said Rosa M. Lang.

AND IT IS FURTHER AGREED that neither the grantor nor the grantee shall have the right to sell, mortgage or otherwise to dispose of the said real estate without the consent of both of them, and should the said Rosa M. Lang outlive the said Rudolph L. Lang that then and in that event the interest in said real estate hereby conveyed shall revert to and vest in the said Rosa M. Lang for her lifetime, and after her death the one-half undivided interest hereby conveyed to the said Rudolph L. Lang for life shall vest in fee-simple in his other brothers and sisters, share and share alike, And should Rosa M. Lang die before Rudolph L. Lang that her intrest in said real estate shall revert to Rudolph L. Lang or any Brother having his Home there on.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid life interest in said parcel of ground and premises unto and to the proper use and benefit of the said Rudolph L. Lang for and during the term of his natural life. He to receive one-half of the net proceeds arising from the cultivation of said Land during his lifetime. This conveyance being made subject to the life estate reserved by Amelia Steubenrauch in the deed to Rosa M. Lang.

IN WITNESS whereof the said Rosa M. Lang has hereto on the day and year first hereinbefore written signed and sealed the same.

Witness:

Rosa M. Lang (SEAL)

Julius A. Marriott

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby certify, that on this 14th day of September, in the year 1912, before me, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Rosa M. Lang and acknowledged the foregoing Deed to be her act.

Julius A. Marriott. J. P.

I hereby certify that at the end of the eighth line of the second page of the foregoing Deed that these words were inserted before the signing and sealing of said deed, namely:—"And should Rosa M. Lang die before Rudolph L. Lang, that her interest in said real estate shall revert to Rudolph L. Lang or any brother having his home hereon".

Julius A. Marriott; Justice of the Peace.

Filed August 13, 1947.

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your respondents, George E. Lang, Jr., Mable M. Lang, Arthur Lang, George Eugene Lang, Milton C. Lang, May Zirckel, Bertha Lang, Ida Schissler, Emma Green, George Harr, Louise Harr, Fannie Harr, Amelia Grimes and Rosa Grimes, by Lemuel Oliver, their attorney, answering the Bill of Complaint exhibited against them herein say:

1. That they admit the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, eleventh and twelfth paragraphs of said Bill of Complaint.

2. That your Respondents admit all of the tenth paragraph except sub-paragraphs "E" and "F" of said Bill of Complaint and your Respondents allege and aver that the wife of Edward Lang, Alice R. Lang, is now living and that the wife of Eugene Lang, Treacig Lang, is now living.

Having fully answered said Bill of Complaint, your Respondents pray:

(a) That they be granted such relief as the nature of their cause may require.

And as in duty bound.

Lemuel Oliver

Solicitor for Respondents.

Filed October 20, 1947

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioners, Alice R. Lang, and Treacig Lang, by Lemuel Oliver, their solicitor, respectfully represent unto your Honor:

That they are the surviving widows of Edward Lang, deceased and Eugene Lang, deceased, respectively referred to in paragraphs 10-E and 10-F, respectively in the Bill of Complaint filed herein, in which said paragraphs of said Bill of Complaint it is alleged that your Petitioners are deceased.

WHEREFORE, YOUR PETITIONERS PRAY:

(1) That they, and each of them, be made parties Respondents herein, to the end that all of their rights, titles and interest in and to the real property involved herein, if any, may be protected.

(2) And for such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND:

Lemuel Oliver, Solicitor for Respondents

Filed 22 October, 1947

O R D E R

Upon the foregoing Petition, it is this 23rd day of October, 1947, ordered, adjudged and decreed that Alice R. Lang, widow of Edward Lang, and Treacig Lang, widow of Eugene Lang, be and they are hereby made parties Respondents herein as prayed:

James Clark , Judge.

Filed 23 October, 1947

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Respondents, Alice R. Lang and Treacig Lang, by Lemuel Oliver, their Attorney, answering the Bill of Complaint filed herein say:

1. That they admit the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, eleventh and twelfth paragraphs of said Bill of Complaint.

2. That your Respondents admit all of the tenth paragraph except sub-paragraphs "E" and "F" of said Bill of Complaint and your Respondents allege and aver that they are the wives of Edward Lang and Eugene Lang, respectively.

Having fully answered said Bill of Complaint, your Respondents pray:

(a) That they be granted such relief as the nature of their cause may require.

AND AS IN DUTY BOUND:

Lemuel Oliver, Solicitor for Respondents.

Filed Oct. 23, 1947

TESTIMONY

Testimony on Behalf of the Plaintiff.

PRESENT:-

Mr. Paul R. Hassencamp, Solicitor for Plaintiff.

Mr. Lemuel Oliver, Solicitor for Defendants

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

\*\*\*\*\*Agreement of Counsel to waive signatures.

WITNESSES:-

George Edward Lang, ----- 2 to 5

George Eugene Lang- - - - - 6

STIPULATION - - - - - 7

George Edward Lang, one of the Defendants, being first duly sworn, deposes and says:-

(HASSENCAMP)

1. State your name and residence?

A. George Edward Lang, 371 Evershan ave.

2. You are one of the Defendants in this litigation,-you are a son of whom?

A. William Edward Lang.

3. By Plaintiff's Exhibit No. 1, which is filed with the papers in this case, and which is now offered as EXAM. EXH. A, Margaret E. Lang acquired title to a certain farm in Anne Arundel County on the 20th day of April, 1876 from Martin M. Smith and Catherine Smith, his wife,-what relation are you to Margaret E. Lang?

A. My father's mother.

4. What was your father's name?

A. George Adam.

5. He was the husband of Margaret E. Lang?

A. Yes.

6. Margaret E. Lang and her husband, George Adam, are both deceased are they not?

A. Yes.

7. They had, after their marriage, seven children?

A. That's correct.

8. Naming them,-Rose M. Lang who died unmarried, intestate on the 18th of Oct. 1929, Rudolph S. Lang who died unmarried, intestate on July 3rd, 1946. Otho Lang, who married and who is now dead, and his wife is dead. He is survived by Gertrude L. Hasley, the Plaintiff in this case. She was their only surviving child and now past 21 years of age. Augustus Lang who was married and both he and his wife are now dead, they were survived by four children, namely: May Zirckel; Bertha Lang, unmarried, without issue, now deceased; Ida Schessler; Emma Green. Those four were their only issue, all of age. Bertha Lang died September, 1947. Death certificate filed as

EXAM. EXH. A-1

Edward Lang, who married Alice R. Lang (who is now alive), he was survived by his widow, Alice R. Lang, and three children, George E. Lang, Jr., Mabel M. Lang; Arthur Lang, all of whom are living and of age, and are the only children of the said Edward Lang, deceased, and Alice R. Lang.

My father died without a will, I am George E. Lang, Jr. Eugene Lang, who married Theresa Lang, the said Eugene Lang being now deceased and is survived by his widow, Theresa Lang, and two children, George Eugene Lang; Milton C. Lang, both of age and the only issue of Eugene Lang and Theresa Lang, his widow. He died intestate.

Eva Lang (Harr) who married Gustav Harr, both the said Eva and Gustav Harr being now

deceased, both died intestate and were survived by seven children, to-wit. George Harr; Louise Harr, Fanny Harr, Rosa Grimes, Amelia Grimes Eva May Gelmor; Herbert Harr, who were the only issue, and they are all of age.

9. All of the seven children of George A. Lang and Margaret E. Lang died intestate, and all of the children you have mentioned are of age?

A. That's right.

10. And are parties to this suit and are the only heirs at law of the said Rosa Lang and Rudolph Lang.

A. That's right.

11. I offer in evidence Plaintiff's Exhibit No. 2 which is a deed from Margaret E. Lang dated July 11th, 1890 to one Samuel Galloway, Jr., now filed as EXAM. EXH. B.

Also offer plaintiff's exhibit No. 3 which is a deed from Margaret E. Lang, dated September 10th, 1903, to Amelia Stubenrauch, now filed as EXAM. EXH. C

Also offer in evidence Plaintiff's Exhibit No. 4 which is a deed from Amelia Stubenrauch dated June 5th, 1909 to Rosa M. Lang, now filed as EXAM. EXH. D.

Offer in evidence Plaintiff's exhibit No. 5 and No. 6, now marked EXAM EXH. E and F. which are two deeds dated respectively January 23rd, 1911, and March 1, 1911, from the said Amelia Stubenrauch and Rosa M. Lang to Robert E. Garrett.

Finally offer Plaintiff's Exhibit No. 7 which is a deed from Rosa M. Lang dated September 14th, 1912 to Rudolph S. Lang, now filed as EXAM. EXH. G.

12. You are familiar with the property in question, are you not?

A. Yes.

13. I believe you formerly lived on that property when you were a boy?

A. I did.

14. The original tract was about 225 acres, more or less?

A. There was one piece sold off of approximately 5 acres to this man by the name of Galloway, and thereafter two tracts were sold off to Robert Garrett for the State Insane Asylum at Crownsville.

15. And the balance was the part you knew as a boy when you played on it?

A. The only part transferred when I was a boy was Galloway's.

16. You remember the conveyance to Garrett?

A. I remember about that, my father was there when the Galloway transfer was made, that was before I was born.

17. This tract of land contains one dwelling which is the only building on the land is it not?

A. That's right, the other is going down.

18. The dwelling itself was lived in by your Uncle Rudolph for quite a number of years?

A. Ever since he was a boy.

19. During which time it was allowed to fall into bad state of repair?

A. Some parts of it, - just had a new roof on it, and shingles put on it years back.

20. The farm itself has not been cultivated for many, many years?

A. 18 or 20.

21. Is now generally overgrown with woods, shrubbery, rubbish and trees?

A. That's right.

22. And the road into the house from the county road is almost impassable?

A. I was in there not so long ago, you can make it in good weather.



23. In your judgment is this property divisible among all the heirs in equal shares?

A. No.

24. Just where is this property located?

A. It is in the Second District of Anne Arundel County on the County road from Crownsville to Millersville.

25. This property also adjoins the negro church property known as Mt. Tabor M.E. Church (colored)?

A. Yes.

26. This property is partially in what is called "Farm Land", -after it was cleared, and also there is some timber located on it, is there not?

A. Yes.

To the general question under the rule the witness says:-

A. No.

Signature waived by agreement of counsel.

(Mr. Hassencamp)

°°°°°It is the consensus of opinion among all of the defendants that the proper thing would be to have this property sold and the proceeds of sale divided among those entitled and distributed, if the Court deems appropriate through the estate of the person or persons now vested with title to the property.

Mr. Oliver: That's right.

Mr. George Eugene Lang, a witness of lawful age, being first duly sworn, deposes and says:-  
(Hassencamp)

1. State your name and residence?

A. George Eugene Lang, 1705 No. Carolina ave., Baltimore-17, Maryland.

2. You are one of the children of Eugene Lang who was in turn a child of George A. Lang and Margaret E. Lang, your grand-parents?

A. That's right.

3. You have heard the testimony of your Cousin, George E. Lang, Jr., who has just testified?

A. That's right.

4. Can you say, of your own knowledge, that everything your cousin, George E. Lang, Jr., has testified to is correct?

A. To the best of my knowledge and belief, it is.

To the general question under the rule the witness says:-

A. No.

Signature waived by agreement of counsel.

#### STIPULATION.

Between Counsel representing the plaintiff and all of the defendants.

It is stipulated and agreed that the property mentioned in these proceedings has a value of between Five and Ten Thousand Dollars, in the opinion of all the parties to this litigation. And that it is agreed that for the purpose of making distribution thereof, a Trustee or Trustees should be appointed by the Court to make sale of the property and to report said sale to the Court for its ratification; and it is suggested that the Court appoint Paul R. Hassencamp and Lemuel Oliver as such Trustees.

It is further stipulated that the property in question is not susceptible of partition in kind and that only by a sale and a division of the proceeds can the respective parties receive their Equitable share.

It is still further stipulated that, subject to the approval of the Court, the bond of the trustee or trustees shall be in the sum of Ten Thousand Dollars, subject to being increased in the event that a sale of the property produces a larger amount.

There being no other witnesses to be examined on behalf of the plaintiff or defendants at this time, and no further testimony desired on their parts, this testimony is now closed, and, at request of respective solicitors, is returned to the Court.

Witness my hand and seal this 12 day of October, 1947.

Jno. S. Strahorn, (Seal) Examiner.

DEPARTMENT OF HEALTH  
City of Los Angeles  
DIVISION OF VITAL STATISTICS  
(SEAL)  
CERTIFIED COPY OF LOCAL RECORD

THIS IS TO CERTIFY, that the attached is a full, true and correct copy of the certificate of Death of Bertha H. L. Lang which is on file in this office, and of which I am legal custodian,

IN TESTIMONY WHEREOF witness my hand and seal of office, at Los Angeles, California, this 12 day of Sept. 1947.

Fee \$1.00 Paid

George M. Uhl, M. D.  
Registrar of Vital Statistics  
By LaRue, Robinson, Deputy Registrar

1  
FB No. 447131

Form 5. 1. Full Name BERTHA H. L. LANG

District No. 1901 Registrar's No. 13407

2. Place of Death (a) County Los Angeles

3. Usual Residence of Deceased

(b) City or town Los Angeles

(a) State California

(c) Name of Hospital or Institution

(b) County Los Angeles

(d) Length of stay in Hospital or Institution 1 mo  
Van Buren Lodge San

(c) City or Town Los Angeles.

Street No. 3056 La Salle St.  
20. Date of Death month August day 15 year 1947  
Hours 12 minutes 50 AM

In this community 35 yrs. in California 35 yrs. 21 Medical Certificate

3. (a) If veteran, name of war no (b) Social Security No. none

I hereby certify that I attended the deceased from July 21 1947 to 8-15-1947

4. Sex female 5. Color or race cauc 6 Single

That I last saw her alive on Aug. 12, 1947

7 Birthdate of Deceased May 25, 1872

And that Death occurred on the date and

8 Age 75 yrs. 2 mos 20 days

hour stated above

9 Birthplace Baltimore Md

Immediate cause of death-Malnutrition

10 Usual Occupation teacher

General Carcenousalous

Due to Carcurosa head of Pancreas Melas-

11 Industry or business public schools

lesis stomach, liver & intestents.

12 Name Henry A. Lang father

13. Birthplace Germany

24. Coronor's Signature or Physicians.

14 Maiden Name of Mother Mary Zirckel

C. W. Hutchinson, M. D.

15. Birthplace Baltimore Md.

Address 756 So. Broadway,

16. Information Emsye, 1801 S. Shenandoah St

Date 8-15-'47

17. (a) entombment. Date 8.18.47 (b)

(c) Place Hollywood Mausoleum

( Department Seal)

18. Embalmer's Signature Joseph E. Wiley, License No. 2561

19. (a) Aug. 16, 1947. George M. Uhl, M.D. Registrar

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH CERTIFICATE OF DEATH.

Filed Nov. 12, 1947

D E C R E E

This cause standing ready for hearing; testimony having been taken; the proceedings were,

by the Court, read and considered.

It is thereupon this 18th day of March, 1948, by the Circuit Court of Anne Arundel County in Equity, adjudged, ordered and decreed that the farm property in Anne Arundel County containing 225 3/8 acres, more or less, and more fully described in the exhibits filed is now vested in fee simple, in the heirs at law of Rosa M. Lang, to wit: an undivided

1/5 thereof in Gertrude L. Hasley, daughter of Otho Lang, deceased, (brother of the said Rosa M. Lang);

1/5 thereof in May Zirckel, Ida Schessler, Emma Green, and in the heirs at law of Bertha Lang, deceased (the said May Zirckel, Ida Schessler and Emma Green who are all parties to this cause), children of Augustus Lang, deceased (a brother of the said Rosa M. Lang) as tenants in common;

1/5 thereof in Alice R. Lang, widow of Edward Lang (a brother of the said Rosa M. Lang) as to 1/3; and in George E. Lang, Jr., Mabel M. Lang, and Arturh Lang, children of Edward Lang, deceased (a brother of the said Rosa M. Lang) as to 2/3 thereof as tenants in common.

1/5 Thereof to Theresa Lang, widow of Eugene Lang (brother of the said Rosa M. Lang) as to There

1/5 of and in George Eugene Lang and Milton C. Lang, children of Eugene Lang, deceased (a brother of the said Rosa M. Lang) as to 2/3 thereof as tenants in common;

1/5 thereof to George Harr, Louise Harr, Fannie Harr, Rosa Grimes, Amelia Crimes, Eva May Gelmor, and Herbert Harr, children of Eva Lang, Deceased (sister of the said Rosa M. Lang), as tenants in common.

It is still further decreed that the said property is insusceptible of partition in kind.

It is still further adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold; that Lemuel Oliver and Paul R. Hassencamp be and they are hereby appointed trustees to make sale thereof, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court, a bond in the State of Maryland executed by themselves and a corporate surety to be approved by this Court, or the Clerk thereof, in the penalty of ten thousand\_ conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises, and

It is still further adjudged, ordered and decreed that said real estate be sold by said trustees either at public or private sale; if the trustees shall sell any of said real estate at public sale, they shall proceed to make sale, having given at least three weeks' notice by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County as they shall think proper of the time, place, manner and terms of sale, which shall be all cash; the trustees may sell any of said real estate at private sale at not less than the value thereof as shown by the testimony; the trustees may report to this Court for its action any offer they may receive to purchase at private sale any of said real estate at less than the value as shown by the testimony, if the trustees shall deem it advisable to submit such offer to this Court.

As soon as may be convenient after any sale or sales, the trustees shall return to this Court a full and particular account of their proceedings relative thereto with an annexed affidavit of the truth thereof and of the fairness of said sale or sales, and on obtaining the Court's ratification of any sale or sales, and on obtaining the Court's ratification of any sale, and on payment of the whole purchase money (and not before) the trustees shall, by good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them, sold free, clear

and discharged from all claims of the parties hereto, complainants and defendants, and those claiming by, from or under them or any of them.

And the trustees shall bring into this Court the money arising from sale to be distributed or invested under the direction of this Court, after deducting the costs of this suit, and such commissions to the trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

It is still further adjudged, ordered and decreed that the Trustees shall give notices required by law for the creditors of the said Rosa M. Lang, deceased to exhibit their claims against the estate of said Deceased Rosa M. Lang by causing an advertisement thereof to be inserted once a week for four weeks in one of the daily newspapers in Anne Arundel County in accordance with Article 93 Section 117 of the Annotated Code of Maryland; said notice to creditors not to exceed a period of ninety days.

Marvin I. Anderson, Judge.

Filed March 18, 1948

B O N D

KNOW ALL MEN BY THESE PRESENTS: That We, Lemuel Oliver and Paul R. Hassencamp of Baltimore, as Principals Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Dollars (\$10,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS, and dated this eighteenth day of March in the year of our Lord one thousand, nine hundred and forty-eight.

WHEREAS the above bounden Lemuel Oliver & Paul R. Hassencamp by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County in Equity have been appointed trustees to sell the fee simple real estate mentioned in the proceedings in the case of Gertrude L. Hasley vs George E. Lang, Jr., et al now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Lemuel Oliver and Paul R. Hassencamp do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in fully force and virtue in law.

Walter P. Reese

(Corporation Seal)

Lemuel Oliver (Seal)

Paul R. Hassencamp (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Truxton C. Houston, Attorney-in-Fact.

Filed April 19, 1948

AUCTIONEER'S SALE CERTIFICATE

PAUL R. HASSENCAMP, Solicitor, 633-45 Title Building, Baltimore, 2 Maryland.

LEMUEL OLIVER, Solicitor, Munsey Building, Baltimore, 2, Maryland

TRUSTEES SALE OF VALUABLE FEE SIMPLE REAL ESTATE

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity Docket 13-40 (No. 9277), the undersigned trustees will sell at public auction on the premises on the 24th day of May, 1948, at 3 P.M. o'clock all that lot of ground and the improvements thereon situate on the Road leading from Chesterfield to Millersville, in the 2nd Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at a stone heretofore planted in the second line of whole tract called "Freeman's Fancy", on the north edge of the public main road, leading from the City of Annapolis, by the Plantation of the late Thomas Bickwell to the Fork Bridge over the Little River Patuxent, and running from thence with a boundary on said land as follows, to wit: north 42 degrees 15 minutes east 215 perches, south 51 degrees 30 minutes east 160 perches, still running with and bounding on the given line of said land as follows, to wit: south 41 degrees 45 minutes west  $74\frac{1}{2}$  perches to a branch called the North Run; thence south 16 degrees 15 minutes east 25 perches, south 36 degrees west 32 perches to a stone planted at the roots of an old Chestnut Stump on the south side of said branch, it being at the end of the fourth line of the part of "Gaithers Collection" conveyed by Richard and Jonathan Rawlings to Joshua Rawlings and running from thence agreeably to the partition lines as heretofore fixed and established between the lands of Thomas Bickwell deceased and John Gaither the parties interested as follows, to wit: north 76 degrees 45 minutes west 32 perches; north 88 degrees 30 minutes west 8 perches south 71 degrees west 10 perches south 50 degrees west 16 perches; south 56 degrees 15 minutes west 8 perches; south 82 degrees west 8 perches; south 46 degrees west 12 perches south 71 degrees 15 minutes west 6 perches south 55 degrees west  $31\frac{1}{2}$  perches; south 54 degrees 15 minutes west 6 perches; south 58 degrees 15 minutes west 10 perches; south 59 degrees 15 minutes west 10 perches south 31 degrees 15 minutes west  $5\frac{1}{2}$  perches south 55 degrees 30 minutes west 36 perches to a stump of a white oak tree standing on the north side of the aforesaid road, thence north 35 degrees west 123 perches to the first beginning, containing and now laid out for 225 acres and  $\frac{3}{8}$  of an acre of land more or less.

SAVING AND EXCEPTING the land conveyed from said tract by the three following Deeds:

Deed dated July 11, 1890, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 37, folio 409, from Margaret E. Lang, to Samuel Galloway, Jr., and described as follows:

Beginning for the metes and bounds, courses and distances at a pine tree on the right side of the public Road leading from Chesterfield to Millersville and thence running north 70 degrees east  $6\frac{1}{2}$  chains to a stake, thence north 75 degrees east  $11\frac{1}{2}$  chains 5 links to a Cedar tree, thence south  $37\frac{1}{2}$  degrees east  $6\frac{1}{2}$  chains 13 links to a Black Oak, thence south 27 degrees east 6 chains 5 links to a white oak thence south 55 degrees west 5 chains 21 links to a Sycamore, thence north 63 degrees west  $11\frac{1}{2}$  chains to a poplar tree thence north 39 degrees west 5 chains 11 links to a stake in a fence corner thence south 66 degrees west 6 chains 16 links to the public road mentioned above thence north 32 degrees east 2 chains 13 links to the place of beginning. Containing five acres two roods eighteen perches of land more or less.

Deed dated January 23, 1911, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 82, folio 40, from Rosa M. Lang et al to Robert E. Garrett, and described as follows:

BEGINNING for the same at a point in the second line of the conveyance from Thomas E. Masson, and wife to George A. Lang, dated April 2, 1873, and recorded among the Land Records of Anne Arundel County in Liber S.H. 7, folio 373, and running in said line south 50 degrees 30 minutes east 860 feet thence on the third line south 42 degrees 45 minutes west 1229.25 feet thence running across the marsh in a northwesterly direction about 670 feet to a stake now planted near a large white oak tree thence across another arm of said marsh north 49 degrees 45 minutes east 563.5 feet thence south 49 degrees 50 minutes east 118 feet north 78 degrees east 127.7 feet to a maple tree marked with one blaze and two notches thence north 19 degrees forty five minutes east 48.5 feet to a gum tree thence north 29 degrees west 51 feet north 27 degrees 10 minutes west 145 feet north 7 degrees 45 minutes east 188 feet north 7 degrees west 200 feet to the place of beginning. Containing ten

acres of land more or less. Being intended to be the 10 acres of the low land lying in the most easterly part of the 225 acre tract.

Deed dated March 1, 1911, and recorded among the Land Records aforesaid in Liber G.W. 85, folio 80, from Rosa M. Lang, et al to Robert E. Garrett, and described as follows:

Beginning for the same at the end of the second line of the 10 acre tract heretofore conveyed to Robert E. Garrett by Rosa M. Lang et al by deed recorded February 6, 1911, and running thence south 45 degrees 30 minutes <sup>west</sup> 360 feet south 12 degrees 30 minutes east 412.5 feet south 39 degrees 45 min. west 528 feet north 73 degrees west 180 feet north 30 minutes west 980 feet north 55 degrees 45 minutes east 302.75 feet north 9 degrees 35 minutes west 312.7 feet thence across the marsh in a southeasterly direction 670 feet to the place of beginning. Containing 12 acres of land.

IMPROVED by a two story frame dwelling.

TERMS of sale: 1-3 cash. balance in six and twelve months, or all cash, as the purchaser may elect at the time of sale; credit payments to bear interest from the date of sale, and to be secured to the satisfaction of the undersigned trustees. All expenses, if any, to be adjusted to the day of sale. A deposit of One Thousand (\$1,000.00) Dollars will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from date of sale.

ROBERT HENRY CAMPBELL, Auctioneer. LEMUEL OLIVER, and  
PAUL R. HASSENCAMP, Trustees m-13

PURCHASER'S SALE CERTIFICATE  
Annapolis, Maryland,  
May 24, 1948.

I hereby certify that I have this day purchased the property described in the attached advertisement from Lemuel Oliver and Paul R. Hassencamp, Trustees, at and for the sum of Six Thousand Two hundred (\$6,200.00) Dollars, and agreed to comply with the terms of sale as set forth in said advertisement.

TEST: Clarence C. Beans William J. Boehm Purchaser.  
Annapolis, Maryland, May 24, 1948

I Hereby certify, that I have this day sold the property described in the attached advertisement to William J. Boehm, Trustee, at and for the sum of Six Thousand Two Hundred Dollars (\$6,200.00), he being at that figure, the highest bidder therefor; and, I further certify that the said sale was fairly made.

TEST: Robert H. Campbell,  
Clarence C. Beans Auctioneer

Filed May 26, 1948

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Lemuel Oliver and Paul R. Hassencamp, Trustees, respectfully represents unto your Honor:

THAT by virtue of a Decree of this Honorable Court passed on the 18th day of March, 1948, the undersigned Trustees were Ordered to sell the property hereinafter described, and after giving due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by signs posted on

the premises, dated on the 24th day of May, 1948, at 3 o'clock P.M., on the premises, offered the property in said description hereinafter more fully set out, for sale by public auction, and the said Lemuel Oliver and Paul R. Hassencamp, Trustees, then and there sold the said property to William J. Boehm, Trustee, at and for the sum of Sixty-two hundred (\$6,200.00) Dollars, he being at that figure, the highest bidder therefor; the said property being fully described in a copy of the advertisement appearing in the said Maryland Gazette, and the said copy is attached hereto and made a part hereof.

AND THAT the said Trustees further report that they have received from the purchaser the deposit of One thousand (\$1,000.00) Dollars required by the terms of said sale, and have also obtained the written agreement of the purchaser to comply with the other of said terms, the payment being as follows: one-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at the time of sale; credit payments to bear interest from the date of sale, and to be secured to the satisfaction of the undersigned trustees. All expenses, if any, to be adjusted to the day of sale. A deposit of One Thousand (\$1,000.00) Dollars will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from date of sale.

Lemuel Oliver

Paul R. Hassencamp, Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 28th day of May, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Lemuel Oliver and Paul R. Hassencamp, Trustees, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are just and true to the best of their information, knowledge, and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Mary Lee Campbell, Notary Public

FILED MAY 29, 1948

ORDER NISI

ORDERED, this 29th day of May, 1948, That the sale of the property mentioned in these proceedings made and reported by LEMUEL OLIVER and PAUL R. HASSENCAMP, Trustees, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 31st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of June next. The report states that the amount of sales to be Sixty-two Hundred Dollars (\$6200.00).

JOHN H. HOPKINS, 3rd, Clerk.

FILED MAY 29, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1948

We hereby certify, that the annexed ORDER NISI # Eq. 9277- GERTRUDE L. HALSEY was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of June, 1948. The first insertion being made the 3rd day of June, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

No. Md. 3079

Filed July 19, 1948

FINAL ORDER.

ORDERED BY THE COURT, This 19th day of July, 1948, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

MARVIN I. ANDERSON, JUDGE.

Filed May 29, 1948.

ANSWER TO BILL OF COMPLAINT

We, the undersigned, EVA MAY GELMOR and HERBERT HAAR, two of the Defendants in the Bill of Complaint filed in the above entitled cause, respectfully represent unto your Honor:

1. That through an inadvertency, we failed to unite in the Answer filed to the Bill of Complaint in this cause;
2. That we hereby assent to the Decree passed in the above entitled cause and ratify and approve all of the proceedings in the above entitled cause, as though we had participated therein; we hereby further assent and approve to the ratification of the sale, and agree to accept our distributive share of the proceeds under the said Decree upon the stating of an Account by the Court Auditor, and to execute a release for such sum or sums as shall be distributed to us in said Auditor's Account.

RESPECTFULLY SUBMITTED,

Eva May Gelmor

Herbert Haar

STATE OF VIRGINIA, COUNTY OF ARLINGTON.

I HEREBY CERTIFY, That on this 6th day of October, 1948, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid, personally appeared Eva May Gelmor, and she made oath in due form of law that the matters and facts set forth in the foregoing Assent are just and true to the best of her information, knowledge, and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Nathan A. Metro, Notary Public.

My Commission expires 2/22/49

Arlington, Va.

STATE OF VIRGINIA, COUNTY OF FAIRFAX;

I HEREBY CERTIFY, That on this 4 day of October, 1948, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid, personally appeared Herbert Haar, and he made oath in due form of law that the matters and facts set forth in the foregoing Assent are just and true to the best of his information, knowledge, and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Roscoe C. Clarke, Notary Public

My Commission Expires October 31, 1950.

Filed November 6, 1948.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. December 7, 1948.

All of which is respectfully submitted.

LAURA R. JICKLING, Auditor.



Dr. Gertrude L. Hasley vs George E. Lang, et al.

in ac.

To Trustees for Commissions, viz:		220.29	220.29
To Trustees for Court costs, viz:			
Plaintiff's Solicitor's appearance fee		10.00	
Defendants' Solicitor's appearance fee		10.00	
Clerk of Court - Court costs		44.25	
Jos. C. Deegan- Sheriff's costs		8.00	
John S. Strahorn-Examiner's fee		12.00	
Juliet D. Strahorn-Stenographer's fee		8.00	
Auditor - stating this account		36.00	128.25
To Trustees for Expenses, viz:			
Capital-Gazette Press-advertising sale		84.00	
Capital-Gazette Press-order nisi (sale)		5.00	
Capital-Gazette Press- order nisi (acct).		5.00	
Capital-Gazette Presse notice to creditors		5.00	
Mealey Sign Service-advertising sale		28.00	
U.S. Fidelity & Guaranty Co.-bond premium		40.00	
Robert H. Campbell-Auctioneer's fee		36.00	
Great American Ins.Co.-1947 fire insurance premium		24.00	
Great American Ins.Co. 1948 " " "		27.20	
Loudon Park Cemetery-ivyng grave of Rudolph Lang		35.00	
Clerk of Court-certified copies		5.50	
One-half Federal revenue stamps		3.58	
One-half State revenue stamps		3.57	
M. deChantal McGreevy- notary fee		.50	
Mary Lee Campbell- notary fee		.50	302.85
To Trustees for Taxes, viz:			
1947 State and County taxes		89.84	
1948 State and County Taxes		63.45	153.29
BALANCE FOR DISTRIBUTION -	\$5,822.14		
Distributed to heirs at law of Rosa M. Lang, who died October 18, 1929, viz:			
<u>Gertrude L. Hasley, niece-</u>			
One-fifth	\$1,164.43		
Less 5% collateral inheritance tax	58.22	1,106.21	
<u>May Zirckel, niece - one-fifteenth</u>	388.14		
Less 5% collateral inheritance tax	19.40	368.74	
<u>Ida Schessler, niece -one-fifteenth</u>	388.14		
Less 5% collateral inheritance tax	19.41	368.73	
<u>Emma Green, niece -one fifteenth</u>	388.15		
Less 5% collateral inheritance tax	19.41	368.74	
<u>Alice R. Lang, Widow of Edward Lang-</u>			
One-fifteenth	388.14		
Less 5% collateral inheritance tax	19.41	368.73	
<u>George E. Lang, Jr., nephew-</u>			
two-forty-fifths	258.76		
Less 5% collateral inheritance tax	12.94	245.82	
<u>Mabel M. Lang, niece-two-forty-fifths</u>	258.76		
Less 5% collateral inheritance tax	12.94	245.82	

<u>Arthur Lang</u> , nephew-two-forty-fifths	\$258.77	
<u>LESS</u> 5% collateral inheritance tax	<u>12.94</u>	245.83
<u>Theresa Lang</u> , Widow of Eugene Lang-one-fifteenth	388.14	
<u>Less</u> 5% collateral inheritance tax	<u>19.41</u>	368.73
<u>George E. Lang</u> , nephew -one-fifteenth	388.14	
<u>Less</u> 5% collateral inheritance tax	<u>19.41</u>	368.73
<u>Milton C. Lang</u> , nepher-one-fifteenth	388.15	
<u>Less</u> collateral inheritance tax	<u>19.41</u>	368.74
<u>George Harr</u> , nephew-one-thirty-fifth	166.35	
<u>Less</u> 5% collateral inheritance tax	<u>8.32</u>	158.03
<u>Louise Harr</u> , niece-one-thirty-fifth	166.35	
<u>Less</u> 5% collateral inheritance tax	<u>8.32</u>	158.03
<u>Fannie Harr</u> , niece-one-thirty-fifth	166.35	
<u>Less</u> 5% collateral inheritance tax	<u>8.32</u>	158.03
<u>Rosa Grimes</u> , niece-one-thirty-fifth	166.35	
<u>Less</u> 5% collateral inheritance tax	<u>8.32</u>	158.03
<u>Amelia Grimes</u> , niece-one-thirty-fifth	166.34	
<u>Less</u> 5% collateral inheritance tax	<u>8.31</u>	158.03
<u>Eva May Gelmer</u> , niece-one-thirty-fifth	166.34	
<u>Less</u> 5% collateral inheritance tax	<u>8.31</u>	158.03
<u>Herbert Harr</u> , nephew-one-thirty-fifth	166.34	
<u>Less</u> 5% collateral inheritance tax	<u>8.31</u>	158.03
R. Glenn Prout, Register of Wills-total		
collateral inheritance taxes as above	<u>291.11</u>	<u>5,822.14</u>
		<u>6,626.82</u>

with Lemuel Oliver and Paul R. Hassencamp, Trustees

Cr.

1948

May 24 Proceeds of Sale	6,200.00	
Interest on deferred payment to 11/5/48	<u>143.00</u>	6,343.00
Refund 1948 State and County Taxes		
(63.45-adjusted to 5/24/48)		38.31
Great American Insurance Co., refund fire insurance premium		16.86
Cash found in property at the time of the death of Rudolph Lang		<u>228.65</u>
		<u>6,626.82</u>

Filed December 14, 1948.

ORDER NISI

ORDERED, This 14" day of December, 1948, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15" day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15" day of January next.

John H. Hopkins, 3rd Clerk.

Filed December 14, 1948.

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 12, 1949.

We hereby certify, that the annexed ORDER NISI-AUDITORS ACCOUNT, Eq. #9277-GERTRUDE HALSEY WAS PUBLISHED IN MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1949. The first insertion being made the 16th day of \_\_\_\_\_, 19\_\_.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 6426

By R. L. Brown.

Filed January 13, 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 17th day of January, 1949, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

BENJAMIN MICHAELSON, A. J.

Filed 17 January, 1949.

IN THE MATTER OF THE	:	EQUITY NO. 9384
PETITION OF	:	IN THE CIRCUIT COURT
JOSEPH RAYMOND WALLACE	:	FOR
TO CHANGE NAME	:	ANNE ARUNDEL COUNTY
:	:	:
:	:	:
:	:	:
:	:	:

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The PETITION of Joseph Raymond Wallace respectfully shows:

First: That he is a Midshipman in the United States Naval Academy, Annapolis, Maryland, and there quartered at Bancroft Hall; that he is unmarried, and is twenty-three (23) years of age.

Second: That he desires that his name (Joseph Raymond Wallace) be changed to Jay Raymond Wallace, for the reason that your Petitioner's Father is Joseph R. Wallace, that your Petitioner is not a "Junior", and the similarity and likeness in names causes confusion in business interests, and in the delivery of mail addressed to Joseph R. Wallace, which name your Petitioner must use in the naval service unless his name is changed by a legal proceeding.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS, to pass a Decree wherein his name be changed from Joseph Raymond Wallace to Jay Raymond Wallace.

AND, AS IN DUTY BOUND, etc.

George E. Rullman, Attorney for Petitioner. Joseph Raymond Wallace, Petitioner  
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I Hereby certify that on this 28 day of January, in the year Nineteen Hundred and forty-eight (1948), before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the hereinbefore named Joseph Raymond Wallace, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as herein stated.

Witness my hand and Notarial Seal.

(Notarial Seal)

Charlotte C. Dudrow, Notary Public.

FILED January 30, 1949

DECREE

Upon consideration of the petition and affidavit of the Petitioner, it is this 2 day of February 1948, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the name of Joseph Raymond Wallace be and it is hereby changed from Joseph Raymond Wallace

to Jay Raymond Wallace, as is prayed in said petition, and that the said Petitioner pay costs of these proceedings, to be taxed by the Clerk.

William J. McWilliams, Judge.

Filed February 2", 1949.

EX PARTE: : IN THE CIRCUIT COURT  
IN THE MATTER OF THE : FOR  
CHANGE OF NAME OF : ANNE ARUNDEL COUNTY  
DeWITT AMOSS ENEY : No. 9439 EQUITY  
: : : : : :

PETITION FOR CHANGE OF NAME.

To: THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of DeWitt Amoss Eney respectfully represents unto your Honors that:

1. He is a resident of Annapolis, Anne Arundel County, Maryland, residing at 108 McKendree Avenue.
2. He is a major in the United States Army, at present stationed at the Army Information School, Carlisle Barracks, Carlisle, Pennsylvania.
3. He is twenty-nine (29) years of age and is unmarried.
4. For the last ten (10) years he has been using the name of John Kroner Eney, for the reason that it is more euphonious and he intensely disliked, and still dislikes, the name of DeWitt Amoss Eney.
5. The name John K. (or Kroner) Eney appears on all United States Army papers and records referring to him, on the proceedings concerning his adopted son, on war savings bonds, in his will, and on numerous life insurance policies, licenses and other papers which require specific identification.
6. He has been known as John Kroner Eney for the past ten (10) years among his friends and acquaintances, as well as by the United States Army and his professional colleagues and has always signed his name in that manner, and it would be a great hardship to correct his name in the numerous instances where it would be necessary

Your Petitioner therefore, prays that his name may be changed to John Kroner Eney.

And, as in duty bound, etc.

DeWitt Amoss Eney, Petitioner  
Edward G. Chaney, Solicitor for the Petitioner, 14 Church Circle, Annapolis, Maryland.

STATE OF PENNSYLVANIA, COUNTY OF CUMBERLAND, SS:

I HEREBY CERTIFY that, on this 29th day of April, 1948, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared DeWitt AMOSS ENEY, the Petitioner herein, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Florence M. Kenyon, Notary Public

My Commission expires 2 January, 1949

DECREE

Upon the foregoing petition and affidavit, it is this 3rd day of May, 1948, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, AND DECREED that the name of DeWitt Amos Eney of 108 McKendree Avenue, Annapolis, Anne Arundel County, Maryland, be, and it is hereby changed to John Kroner Eney, as is prayed in said petition, and that the said petitioner pay the costs of these proceedings.

Marvin I. Anderson, Judge.

Filed May 3rd, 1948.



